

AMC For Network Switches AT BHEL RANIPET

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Description: AMC for Network Switches at BHEL Ranipet

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Prepared By	Reviewed By	Approved By
Shantanu Singh, Engineer/IC	M.P.SivaSubramani, SM/IC	B Venkateshwar , AGM/IC

Note: This tender is limited only to the approved vendors to whom it is addressed. The tender is hosted in BHEL web site and hosting in the Indian Government Tenders website for information purpose only. Other vendors interested may submit their details with valid documents & credentials for evaluation and enlistment subject to suitability. However, the other vendors who have submitted the details , will be considered for future tender only ,after enlistment.

Annexure I

Technical Specifications -Scope of work:

Vendor has to provide AMC for the list of switches for a period of one year. Switches covered in the scope are shown below

Sl.No	Component Name	Quantity	Serial Nos.
1	CISCO 3548	10	FAA0447H15K, FAB0521M0EY, FAB0535M1Z6, FAA0450G0B5, FAB0533M2ZK, FAB0530M00P, FAA0517F080, FAA0428H0MH, FAB0521V0E7, FAB0521M0K5
2	CISCO 4006	02	JAB053005HA, JAE06430106
3	CISCO 6006	01	TBA04510972

Maintenance SLA:

Service Window	24*7
Telephonic Support	24*7
Response Time	30 Minutes Same Day
Remote / Onsite On Call	30 Minutes Same Day
Resolution	Best Effort Basis
Spare Turn Around Time (from approved RMA)	Best effort service for 6006 and 4006 series switches and remaining model will be 48 hrs

Note: Spare Turnaround time in case of best effort basis for cisco 6006 and 4006 series switches should not be more than 24 hrs.

General Terms and Conditions

1. BIDDER TO INFORM HIMSELF FULLY:

- 1.1. The bidder shall closely peruse all the clauses, specifications, drawings etc., specified in the tender documents, and the offer made should be in accordance with these documents. If bidder requires any clarification and additional information on any of the tender documents/conditions, the bidder shall contact the BHEL Official inviting bids at the earliest.
- 1.2. Bidders are advised to study all the tender documents carefully and submit their offer and the Bidder obliged to honor the offer without any modifications. Any offer not meeting the scope/specifications, terms, conditions, and any other clause specified in the tender documents shall be liable to be rejected.
- 1.3. No Counter Conditions will be accepted and bids with counter conditions will be summarily rejected. Any deviations shall be indicated under relevant clauses only. However the Bidder can submit their own SLA whose acceptance will be at the sole discretion of BHEL.

2. PROCEDURE FOR SUBMISSION OF BIDS

- 2.1. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
- 2.1. The Techno-Commercial bid and the Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
- 2.2. Offer shall be made in two parts in separate envelopes, as specified below.

Part-I: Techno-Commercial Bid

This part shall consist of the following documents in a separate envelope:

- a. All pages of the tender document should be signed.
- b. Un-priced Price Bid format duly signed with the tax break up details
- c. Copy of Service Tax registration Certificate, TIN No. and PAN No.
- d. The offer shall not contain any counter Conditions / Terms by the bidder. However the Bidder can submit their own SLA whose acceptance will be at the sole discretion of BHEL.

Part-II: Price Bid

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

3. MARKING ON THE ENVELOPE

- 3.1 The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

- PART-I:
1. "PART-I: TECHNO-COMMERCIAL BID"
 2. Tender Reference and Description of the Tender
 3. Due Date for Opening of the Tender
- PART-II:
1. "PART-II: PRICE BID"
 2. Tender Reference and Description of the Tender

The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:

1. Tender Notice / Tender Reference and Description of the Tender
2. Due Date for Opening of the Tender
3. Bidder's Address and SEAL

Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.

4. BID SUBMISSION

- 4.1 Bids shall be sent to the following address:

Engineer, Informatics Center,
Engineering Building,
BHEL, RANIPET,
TAMILNADU – 632406.

Bids can also be submitted in person in Informatics center on or before the tender due date.

Late / delayed Bids will be rejected.

5. BID OPENING

- 5.1 PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- 5.2 For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.

5.3 Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.

5.4 Unsolicited bids shall not be entertained at any stage of the tendering process.

5.5 No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

5.6 BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

6. **Applicability of Taxes:** VAT on AMC spares value and Service Tax on AMC service value shall be quoted by the bidder. The service tax and VAT will be reimbursed based on documentary evidence.

7. **Payment Terms :** The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre.

8. **Contract Period:** One year from the date of Acceptance of LOI. However this contract can be short closed after six months with one month notice period, if required by BHEL. BHEL will make payment only for the period AMC service utilized. On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination

9. **Downtime Penalty:** Downtime will be calculated on monthly basis. The deduction for downtime will be as per the calculation given below:

Downtime in days = A

Monthly AMC value in rupees = B

Deduction Factor = D = 3

Amount to be Deducted in Rupees = M = (A-2) * (B/30) * D

10. **Price and Validity:**

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price with relevant documentary evidence shall be as per the prevalent law.
- Price should be valid for a period of ninety days from the date of opening of the tender.
- Bidder should give the price bid in the format as per Annexure - VI.

11. Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

12. Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure – IV

13. Discrepancy in “words “ & “ Figures “

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

14. Contract Agreement:

Successful bidder shall sign the Contract Agreement signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – V.

15. Tender Opening Date and Time :

Last date for submission of Tender : 07-10-2014 14:00 Hrs and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : 07-10-2014 14:30 Hrs at Informatics Centre, BHEL Ranipet-632406

Un Priced Bid Format

Sl No	Product Name	Qty	AMC Value Per Month	AMC Service Value Per Month	AMC Spares Value Per Month	AMC Duration- One Year Amount for One Year	Service Tax in %	VAT in %	Grand Total Inclusive of Taxes in Rs.
1	CISCO 3548	10							
2	CISCO 4006	2							
3	CISCO 6006	1							
Total :									

Note:

1. Bidder has to clearly specify the Tax in % in the format given and fill the remaining blanks in all the columns as '**Quoted**' and submit this filled page also while submitting for the Technical Bid.
2. Notwithstanding the Price breakup given by the Vendor for sale of spares and Service charges, Vendor will be responsible for replacement of all spares required for proper performance of the Contract equipment during the contract period at no extra cost.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Contract Ref:

Agreement for AMC of Network Switches

This agreement made on this ____ day of ____ between M/s. ____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining networking components and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for AMC for Network Switches for a period of one year as per contract (<loi ref no and date>) and 'Company' has agreed to provide AMC for Network Switches to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract (<loi ref no and date>). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide AMC for Network Switches at BHEL, Ranipet for a period of one year in consideration of the payment as per Terms and Conditions of the Contract. This contract can be short closed after six months with one month notice period, if required by BHEL.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre.

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. **CONFIDENTIALITY:**

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. **ARBITRATION:**

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. **JURISDICTION & GOVERNING LAWS:**

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. **ENTIRE CONTRACT:**

9.1 The Contract No: (<loi ref no and date>) forms part of this agreement along with the references mentioned therein.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2014

Annexure-VI**Price Bid Format**

Sl No	Product Name	Qty	AMC Value Per Month	AMC Service Value Per Month	AMC Spares Value Per Month	AMC Duration- One Year Amount for One Year	Service Tax in %	VAT in %	Grand Total Inclusive of Taxes in Rs.
1	CISCO 3548	10							
2	CISCO 4006	2							
3	CISCO 6006	1							
Total :									

ANNEXURE VII**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR												
02	VENDOR CODE (as in WORK ORDER)												
03	Details of Bank Account:												
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)												
B)	BANK TELEPHONE NUMBER (WITH STD CODE)												
C)	BANK BRANCH CODE												
D)	MICR CODE												
E)	ACCOUNT NUMBER												
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT											
G)	VENDOR NAME AS PER BANK RECORDS												
H)	BANK BRANCH RTGS IFSC CODE												
I)	BANK BRANCH NEFT IFSC CODE												
J)	VENDOR'S E-MAIL ID (give two ids)												
K)	NAME OF AUTHORISED SIGNATORY												

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and
duly signed by Authorised Signatory and certified by Banker.