

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/182
REF. DATE	10/10/2014
DUE DATE	31/10/2014

To,
Open Tender

Dear Madam/Sir,

Subject: Retrieval of data from crashed hard disks for a period of two years for BHEL-PEM,Noida

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Scope of vendor includes collection of hard disks from BHEL premises, retrieval of data from crashed hard disks and delivery of data at BHEL-PEM. For detailed scope, see Annexure-1 (Technical Specification: PE888S-1401 REV.00)

PAYMENT TERMS

100% payment shall be made to the vendor after the user certifies that more than 90% of the data has been recovered. 70% and 30% payment shall be made to the vendor after user certifies that data recovered is between 50%-90% and 10%-50% respectively. Payment shall not be made if data recovered is less than 10%.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two Parts 1. Techno-Commercial 2. Price Bid
Due Date of bid Submission : 31-10-2014 2:00 PM

Annexure-I: Technical Specification, Annexure-II: Technical PQR, Annexure-III: Commercial terms and conditions, Annexure-IV: Instruction to Bidder, Annexure-VI: Price Format

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Dhe
Dharmendra Kr
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL SPECIFICATIONS FOR DATA RETRIEVAL FROM CRASHED HARD DISKS SPECIFICATION NUMBER: PE888S-1401 REV.00

**PROJECT ENGINEERING MANAGEMENT DIVISION
PPEI BUILDING, HRDI & ESI COMPLEX
PLOT NO. 25, SECTOR 16A
NOIDA – 201 301 (U.P.)**

**TECHNICAL SPECIFICATIONS FOR DATA RETRIEVAL FROM
CRASHED HARD DISKS OF PCs / WORKSTATIONS IN PEM
SPECIFICATION NUMBER : PE888S-1401 REV. 00**

1.0 REQUIREMENT

BHEL-PEM at PPEI building, Sector 16A, NOIDA wants to enter into a rate contract for data retrieval from hard disks from PCs / Workstations that have crashed due to various reasons. The PCs / Workstations / Laptops shall have at the 0.1 GB -1 TB of data.

2.0 DURATION OF THE CONTRACT

The rate contract shall be for a period of 2 years. It may be assumed that 50 nos. hard disks shall be sent for data retrieval every year. However, BHEL-PEM does not guarantee the volume of work to be awarded during a year. Unit charge (including taxes) i.e. the charge quoted for data retrieval from one hard disk shall be used for bid comparison.

3.0 SCOPE OF THE VENDOR

The vendor shall make every possible effort to retrieve data from each hard disk.

The vendor shall get the hard disk collected from the BHEL-PEM office at Sector 16A, NOIDA.

The vendor shall recover the data from the hard disk and bring the data (on CDs / DVDs / HDDs) along with the crashed hard disk to BHEL office at NOIDA.

The data shall be transferred to the PCs / Workstations. If the retrieved data is brought by the vendor on CDs or DVDs, the same shall become the property of BHEL. However, if the retrieved data is brought on HDD(s), the same shall be returned to the vendor after the data is transferred to BHEL PCs / Workstations. The crashed hard disk shall remain with BHEL.

4.0 PAYMENT TO THE VENDOR

100% payment shall be made to the vendor after the user certifies that more than 90% of the data has been recovered. 70% and 30% payment shall be made to the vendor after user certifies that data recovered is between 50%-90% and 10%-50% respectively. Payment shall not be made if data recovered is less than 10%.

5.0 **TERMINATION OF THE CONTRACT**

In case, the vendor fails to recover more than quarter of the data in case of three consecutive crashed hard disks, BHEL reserves the right to terminate the contract.

6.0 **NON-DISCLOSURE AGREEMENT**

BHEL-PEM is a ISO: 27001 certified organization and the successful bidder shall have to sign a Non-Disclosure agreement in the format to be furnished along with the PO.

7.0 **RISK AND COST**

The vendor shall make every possible effort to retrieve data from each hard disk. If successful bidder fails to recover more than 10% of the data from any crashed hard disk, BHEL may ask any other vendor to recover data and charges shall be recovered from the successful L1 bidder on which the contract has been awarded.

Technical PQR

Bidder should fulfill the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

1. Bidder should have successfully carried out retrieval of data from minimum 60 hard disks of 80 GB-500 GB capacity during last three years ending on the last day of month previous to the one in which enquiry is invited.

COMMERCIAL TERMS & CONDITIONS

- 1.0 **GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

- 3.0 NA

- 4.0 **QUALITY** : All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.

- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.

- 6.0 NA

- 7.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.

- 8.0 **Payment Terms**: 100% payment shall be made to the vendor after the user certifies that more than 90% of the data has been recovered. 70% and 30% payment shall be made to the vendor after user certifies that data recovered is between 50%-90% and 10%-50% respectively.
Payment shall not be made if data recovered is less than 10%.

- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer only.

- 10.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

- 11.0 **DELIVERY**: The successful bidders shall get the hard disks collected from the BHEL-PEM office at Sector-16A, Noida and return the crashed hard disks and data before 3 weeks.

- 12.0 **VARIATION** : The prices shall remain firm for any increase or decrease in no. of licenses upto plus or minus 30%. The purchaser shall have the right to increase or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

- 13.0 **INDEMNITY**:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

14.0 CONFIDENTIALITY : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

15.0 LIQUIDATED DAMAGES: The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to provide the data recovered from the crashed hard disk and crashed hard disk within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of charges for recovery of data from hard disks delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

16.0 FORCE MAJEURE : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

17.0 TERMINATION OF THE ORDER/CONTRACT

17.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

17.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the

Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

- 18.0 SUB-CONTRACTING** : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

- 19.1** Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

- 19.2** Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

- 19.3** However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 21.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

- 22.0 JURISDICTION OF COURT** : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.

- 23.0 SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.

- 24.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

- 25.0 RECOVERY OF OUTSTANDING AMOUNT** : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

<u>Price Format for retrieval of data from crashed hard disk for a period of two years.</u>									
Category	Item	Hard Disk Capacity	Expected Quantity(no.)	Unit Price excl. of taxes(Rs.)	Service Tax (@.....%), if applicable	CST/VAT (@....), if applicable	Total unit price with taxes (Rs.)	Total Price for expected Qty(Rs.)(Incl taxes)	
(I)	Charges for retrieval of data from crashed hard disks for a period of 2 years.	0.1 GB- 160 GB	59						
							Grand Total for category(I)		
		Grand Total for category(I) (In words).....							
(II)		160.01 GB-500 GB	40						
		500.01 GB-1 TB	1						
						Grand Total for category (II)			
		Grand Total for category (II).....							
Note : Evaluation shall be done on the basis of total charges for the following catgory :(I) 0.1 GB-160 GB, (II) 160.01 GB-500 GB and 1 TB taken together. Order shall be placed on the L1 bidder for the category (I) and category (II) seperately.									