

**Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026



Electronics Division-IT & S Department

**TENDER DOCUMENT**  
FOR  
**COMPREHENSIVE MAINTENANCE CONTRACT**  
OF  
**LAN NETWORK EQUIPMENT**  
FOR  
**A PERIOD OF TWO YEARS**



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಖಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

## DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1. **Purchaser** shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Electronics Division Mysore Road, Bangalore – 560 026 which expression shall include its successors and assigns. It may also be referred to as BHEL.
2. **Client** shall mean the Unit/Regions of BHEL which places the Purchase Order pursuant to the Contract entered into between Purchaser and the Contractor.
3. **Consultant** shall mean the agency appointed by Purchaser or Client to provide consultancy services for the project and shall include its successors and assigns as well as authorized officer(s)/ representative(s).
4. **Tenderer/Bidder** shall mean the Firm/ Company/ Organization, which quotes against the Tender Enquiry issued by Purchaser.
5. **Contract** shall mean and include the Contract Agreement to be entered into in terms of clause 4.6 of Commercial Conditions, and other documents listed at Clause 1.2 herein below and any amendments in any of these documents. In the event of conflict between the documents mentioned above, the Contract Agreement shall prevail over other documents.
6. **Purchase Order (PO)** means the order placed by Client pursuant to the Contract for supply/installation/commissioning/PG tests and warranty and support services in respect of Systems/Equipment.
7. **Vendor/ Contractor** shall mean the Firm/ Company/ Organization with whom the Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be.
8. **Site** shall mean and include the land and place where the data center and its Equipment are deployed and where warranty and support service is to be provided in connection with the System & Equipment so deployed as described in the PO.
9. **Performance Guarantee Tests (PG Tests)** shall mean such tests as prescribed in specifications and/ or tests mutually agreed upon by Client and Vendor/ Contractor, to be performed by Vendor/ Contractor after construction of data centers and commissioning of its equipment to establish its satisfactory operation as per specifications.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಖಿಟೆಡ್  
ಭಾರತ ಹೆವಿ ಇಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

10. **System/Equipment** shall mean all the hardware and software (If required) needed for the complete functionality and successful implementation of the entire scope of work.
11. **Month** shall mean calendar month and **week** shall mean 7 days.
12. **Consignee** shall mean the official(s)/ person(s) to whom the stores are required to be delivered in the manner indicated in the Order/ Contract.
13. **Resident Engineer (RE)** shall mean the suitably qualified employee/representative of Contractor posted at Site for providing the warranty and support for the System/Equipment as per the Purchase Order.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

Date: 12 August 2017

Dear Sir / Madam,

**Sub: Enquiry for COMPREHENSIVE MAINTENANCE CONTRACT OF LAN NETWORK EQUIPMENT**

Sealed bids are invited for COMPREHENSIVE MAINTENANCE CONTRACT OF LAN NETWORK EQUIPMENT as per the terms and conditions of RFQ enclosed.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on [www.bhel.com](http://www.bhel.com), [www.bheledn.com](http://www.bheledn.com) and CPP Portal. Hence, all bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com), [www.bheledn.com](http://www.bheledn.com) and CPP portal for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **04/09/2017 at 1300 hrs.**

Bids shall be addressed to:

Senior Engineer (IT&S)  
Bharat Heavy Electricals Limited,  
Electronics Division,  
Mysore Road, Bangalore – 560 026.

Thanking you, yours faithfully,  
for and on behalf of BHEL

Senior Engineer (IT&S)



## Contents

DEFINITION OF TERMS .....	2
1 REQUIREMENT AND PROCUREMENT PROCESS .....	7
1.1 INTRODUCTION .....	7
1.3 KEY ACTIVITIES AND DATES.....	8
1.4 AMENDMENT OF BIDDING DOCUMENTS.....	8
1.5 BID SUBMISSION PROCESS .....	8
1.7 OPENING OF TENDERS.....	11
1.8 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID .....	11
1.9 LATE BIDS .....	11
1.10 EVALUATION OF BIDS .....	11
1.11 BHEL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.....	14
2 PRE-QUALIFICATION CRITERIA FOR BIDDERS .....	15
3 TECHNICAL TERMS AND CONDITIONS .....	16
3.1 SCOPE OF WORK .....	16
3.2 SERVICE LEVEL AGREEMENT .....	17
3.3 DEDUCTIONS FOR SLA NON-CONFORMANCE.....	17
3.4 AVAILABILITY OF SPARES:.....	18
4 COMMERCIAL TERMS AND CONDITIONS.....	19
4.1 RATES.....	19
4.2 BANK CHARGES .....	19
4.3 PAYMENT TERMS.....	19
4.4 VALIDITY OF THE OFFER.....	20
4.5 NOTIFICATION OF AWARD.....	20
4.6 SIGNING OF CONTRACT .....	20
4.7 SECURITY DEPOSIT (SD).....	20
4.8 RETURN OF SECURITY DEPOSIT: .....	21
4.9 FORCE MAJEURE.....	21
4.10 RISK PURCHASE .....	22
4.11 LIMITATION OF LIABILITY .....	22
4.12 ARBITRATION .....	23
4.13 ETHICAL STANDARD & OTHER CONDITIONS.....	24



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಬುಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

4.14 NON-DISCLOSURE AGREEMENT .....	25
4.15 INFORMATION SECURITY REQUIREMENTS .....	25
4.16 INCOME TAX DEPRECIATION .....	25
4.17 DIRECT TAX.....	26
4.18 INDEMNITY: .....	26
4.19 LAWS GOVERNING THE CONTRACT AND JURISDICTION: .....	26
4.20 MERGER & ACQUISITION:.....	27
4.21 BANKRUPTCY:.....	27
4.22 SUB-CONTRACTING: .....	27
4.23 EXEMPTION: .....	27
4.24 TERMINATION OF CONTRACT .....	27
4.25 STATUTORY REQUIREMENTS:.....	28
5. Annexures.....	29
CAMPUS-WIDE NETWORKING ITEMS DETAIL.....	30
PRICE BID FORMAT. ....	33
DEVIATION IN TECHNICAL SPECIFICATION .....	34
NO DEVIATION CERTIFICATE.....	35
THIRD PARTY NON-DISCLOSURE AGREEMENT .....	36
EFT FORMAT .....	39
CHECKLIST OF ENCLOSURES .....	40
BUSINESS RULES FOR ONLINE REVERSE AUCTION .....	41



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಖಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

## 1 REQUIREMENT AND PROCUREMENT PROCESS

### 1.1 INTRODUCTION

#### 1.1.1. About Organization:

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India- a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL Electronics Division (EDN), located at Mysore Road, Bangalore along with Electronics Systems Division (ESD-part of EDN), located at Electronics City, Bangalore is a leading supplier of new Generation Power Plant Automation and Control Systems.

The Electronics Division has also emerged as a leading player in the field of power transmission and distribution, industry, transportation and non-conventional energy sources. The state-of-the-art equipment and systems manufactured, meet the demanding requirements of both the national and international markets in terms of technical specification and quality.

The Division has established references both in India and overseas by successful Installation of Power Plant Automation and Photovoltaic Systems. Besides providing unified solutions for various control system applications, the Division proudly holds the largest market share for Power Plant Automation Systems in India

BHEL, Electronics Division, Mysore Road, Bangalore – 560 026 (A Government of India Undertaking) invites tenders for COMPREHENSIVE MAINTENANCE CONTRACT OF NETWORK for a period of two years as per scope of work.



## 1.2 DOCUMENTS ISSUED TO THE BIDDERS

- 1.2.1 Requirement and the Procurement process
- 1.2.2 Pre-qualification Criteria for bidders
- 1.2.3 Technical Terms and conditions
- 1.2.4 Technical Specification
- 1.2.5 Commercial Terms and Conditions
- 1.2.6 Price bid Format
- 1.2.7 Format for declaring deviations
- 1.2.8 Format for No Deviations Certificate
- 1.2.9 Format for Non-Disclosure Agreement
- 1.2.10 Format for List of Enclosures.
- 1.2.11 Reverse Auction (RA) guidelines

## 1.3 KEY ACTIVITIES AND DATES

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	12-August-2017
2	Last date and time for submission of Bids	04- September -2017 1300 Hrs
3	Technical& Commercial Bid opening	04- September -2017 1330 Hrs
4	Price Bid opening	<b>Will be intimated later</b>

## 1.4 AMENDMENT OF BIDDING DOCUMENTS

- 1.4.1 Purchaser may, at its sole discretion, amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendments, the bid submission date may be extended at the discretion of Purchaser.
- 1.4.2 Amendments made prior to submission of bid will be provided in the form of Addenda/ Corrigendum to the Bidding Documents and will be posted on the BHEL website only (<http://www.bheledn.com> and <http://www.bhel.com> ). The Bidders in their own interest are advised to refer to the website frequently and no separate communication may be issued by the Purchaser to the Bidders.

## 1.5 BID SUBMISSION PROCESS

The Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

**Envelope I:** This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid (all documents indicated at clause 1.2). This should also contain EMD in the form of DD/ Pay order for an amount of INR 101,000.00 (INR one lakh one thousand rupee only) and non-refundable Tender Fee if any. The envelope should be clearly marked "**Part I - Technical and Commercial Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

**Envelope II:** This sealed envelope should contain price details only. This envelope should be clearly marked "**Part II - Price Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I& Part II of Enquiry Number, Due Date of opening and the Address and Reference of the Bidder.

The above offer should reach this office on or before the due date at the given address  
Tender should not be addressed to any Individual's name but only by designation to:

Sr. Engineer (IT&S),  
Electronics Division,  
Bharat Heavy Electricals Limited,  
Mysore Road, Bangalore – 560 026

**To be dropped in the IT&S (Box No. 2)**

Tender Box kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

In case of any difficulty in dropping the tender in the designated tender box, it may be handed over to the following personnel before the due date and time:

- 1) Mr. Ravindranatha S, IT&S, 080-26999546
- 2) Mr. Arvind Chouhan, IT&S, 080-26998192/ +919900144669  
Email: arvindchouhan@bheledn.co.in

Tenders should be free from CORRECTION AND ERASURES, corrections if any must be attested. All amount shall be indicated both in words as well as in figures.

**1.6 EARNEST MONEY DEPOSIT (EMD)**

One time EMD of INR 101,000.00 (INR one lakh one thousand Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favour of '**Bharat Heavy Electricals Limited**' and be payable in **Bangalore**.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

EMD of the successful Bidder may be converted and adjusted against the Security Deposit and balance security deposit shall be deposited by successful bidder within the stipulated time.

EMD given by all unsuccessful Bidders shall be refunded within 15 days of acceptance of award of work by the successful Bidder.

EMD shall not carry any interest. In case of any delay in refund due to any reason, BHEL shall not pay any interest on delayed refund.

### **Modes of deposit**

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account through SB Collect (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ` 20 Lakh, the amount in excess of ` 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

### **Forfeiture of EMD**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting dept., not below the rank of AGM.

EMD shall not carry any interest.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

EMD of successful tenderer will be retained as part of Security Deposit.

### 1.7 OPENING OF TENDERS

- 1.7.1 The Part I – Technical & Commercial bid would be opened on the Tender opening date.
- 1.7.2 The Part II – Price bid of Technically & Commercially suitable Bidders alone would be opened. The Technically & Commercially suitable Bidders would be informed about the price bid opening date.
- 1.7.3 Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II –Price bid.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial evaluation.

### 1.8 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

Following documents shall be submitted in the bid. The Bidder shall bear all costs associated with the preparation and submission of their bid and BHEL will in no case be responsible or liable for those costs.

The bid, all correspondence and documents related to the bid shall be in English.

#### 1.8.1 Documents to be submitted for Technical and Commercial bid

- 1.8.1.1 Check List of Enclosures format (Annexure-VII) along with all enclosures indicated there in.
- 1.8.1.2 Price format copy with prices masked or without prices (Pl note that percentage figures shall be indicated. Only the values shall be masked). **All applicable taxes on various items / heads should clearly be mentioned**
- 1.8.1.3 Technical offer including Brochures/literature for the equipment offered

#### 1.8.2 Document to be submitted for the Price Bid

- 1.8.2.1 Price in the Price bid Format. Price bid format (Annexure-II)

### 1.9 LATE BIDS

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

### 1.10 EVALUATION OF BIDS

BHEL will evaluate the bids as follows;

**Stage-I: Evaluation of Technical and Commercial Bid**



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **PRE-QUALIFICATION CRITERIA FOR BIDDERS** will be considered for further evaluation.

BHEL's Technical Committee will evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, BHEL may ask for information / resources to validate the bid. These may include technical documents / supporting papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc.

There can be only 1(one) bid from each Bidder.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

If there are any deviations in the technical and commercial solution offered, without affecting the functional requirement, they shall be filled-in the Deviation format issued with the tender document and submitted along with the bid substantially in the form placed at Annexure-III.

The deviations from the tender Specification shall be clearly indicated giving the reference of the specification, if any, as per format for declaring deviations.

If deviation other than what is specified in the list is found, the bid will be liable for rejection.

In case of no deviations, "**No Deviation Certificate**" shall be submitted substantially in the form placed at Annexure-IV.

Commercial conditions sought in the tender also will be evaluated by the BHEL's committee.

BHEL reserves the right to accept or reject any deviation.

Bids meeting BHEL's technical and commercial requirements only will be considered for Stage-II price evaluation.

**Stage –II: Evaluation of the Price Bid**

1.10.1 Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy the interpretation will be done as detailed below:

- 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



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

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 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 upto 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.

1.10.2 Through offer of higher warranty/configuration/rating, that what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.

1.10.3 BHEL will claim depreciation as per the provisions of the Income Tax Act/Companies Act-2013.

1.10.4 The evaluation will be on the basis of total cost to BHEL for total period of 2 years including all applicable Taxes and Duties but after deducting all input credits available to BHEL so as to assign tender priority based on cost to BHEL.

1.10.5 The bid having the least "cost for BHEL" for 2 years will be considered for order placement.

1.10.6 All applicable taxes are to be specified clearly in the Price Bid Format.

1.10.7 Prices of optional items, if any, shall not be considered for Price evaluation and ordering.

1.10.8 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in no consideration of their bids, in case BHEL decides to go for RA and in such circumstances, the EMD submitted by such vendor shall be forfeited. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company.

1.10.9 In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಖುಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. Non submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue. Terms and conditions of RA are contained in Annexure-VIII.

**1.11 BHEL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. Offers with following conditions, but not limited to, are liable for rejection.

- a) Demanding advance payment
- b) Demanding exemption of EMD (exempted in case of MSME , bidder has to provide valid MSME certificate)
- c) With offer validity less than what is asked by BHEL
- d) Non-Acceptance for participating in Reverse Auction



## 2 PRE-QUALIFICATION CRITERIA FOR BIDDERS

2.1 This bidding process is open to the manufacturers of the equipment (OEM Supplier). A certified Partner of Cisco can also quote on behalf of the OEM supplier as System Integrator.

**Shall submit certificate from the OEM this effect.**

2.2 The Bidder's Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Fifty Lakhs.

**Attested copies of the Profit & Loss account, balance sheet etc. /income tax return, VAT/service tax return of the last three years to be submitted as proof. Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer.**

2.3 The bidder must have office in Bangalore.

**Documentary proof shall be submitted. Address Proof/Undertaking on company Letter Head.**

2.4 The bidder must have successfully completed similar work, during last 5 years ending last day of month previous to the one in which offers are invited. The experience should be one of the following:

Three similar completed works costing not less than the amount Rs. 20,00,000/-

OR

Two similar completed works costing not less than the amount Rs. 25,00,000 /-

OR

One similar completed work costing not less than the amount equal Rs. 40,00,000/-

Similar works" COMPREHENSIVE MAINTENANCE CONTRACT OF NETWORK with onsite support.

**Bidder shall submit documentary evidence to support this.**

- i. **Copy of Work Order OR Contract Document indicating scope of work, deliverables, cost, timelines.**
- ii. **Completion Certificate from Client indicating timelines along with client contact details.**

2.5 The bidder should have not been debarred / blacklisted by BHEL as on date of issue of this RFQ

**Declaration by authorized signatory of the bidder**

Note: Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the bidder failed to submit the relevant documents sought by BHEL, will be liable for rejection.

BHEL reserves the right to verify/ confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation/ assessment, if any information furnished by the bidder is found to be false/ incorrect/forged, bid is liable for rejection.



### 3 TECHNICAL TERMS AND CONDITIONS

#### 3.1 SCOPE OF WORK

- 3.1.1. The Successful Bidder shall at his own manage and maintain of equipment at the Site of BHEL complex as per requirements of this tender.
- 3.1.2. The bidder must undertake the complete responsibility of managing and maintenance of all hardware, software & other equipment which may belong to different OEMs (i.e. the entire scope of work of this tender) and to provide complete warranty & support (for items in Annexure-I (A.1)) and managing and maintenance (for all items) as per terms and conditions herein and if so desired by BHEL.
- 3.1.3. BHEL may shift the equipment in different site/location during the contract period. The vendor shall carryout the shifting activity at its own cost, at least once during the contract period, if so directed by the Purchaser. Vendor will continue to provide warranty, support and services for the shifted equipment during the period.
- 3.1.4. Maintenance of the hardware, software and other equipment ensuring that full functionality thereof is available to BHEL throughout the contract period shall be as per the service level agreement.
- 3.1.5. In case during the Contract period any Equipment (Annexure-I (A.1)) malfunctions or fails, the same shall be replaced with the substitute of equivalent or higher technical specification.
- 3.1.6. Any travel, boarding and lodging incurred for the Resident Engineer/representative for managing and maintaining will be borne by the vendor.
- 3.1.7. Any complaint on critical equipment has to be responded within same day.
- 3.1.8. Working windows for all equipment shall be on a 24 x 7 basis.
- 3.1.9. Three qualified Engineers (CCNA/CCNP certified engineer) directly from company shall be stationed at BHEL site during contract period, for upkeep and maintenance of the network. These engineers shall have expertise in managing the installed network under the contract. Documentary proof of certification and experience of the engineers shall be provided. These engineers shall be available on-site between 7.30 AM to 4.30 PM during all working days of BHEL-EDN BANGALORE and shall be available on call basis round the clock, to meet any exigency. The bidder should provide support from their engineers who are on their pay roll and not from their ASPs or Partners for this Contract.
- 3.1.10. Bidder shall arrange a system for registration, monitoring and redressal of all network complaints during the contract period.
- 3.1.11. Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the AMC period. Periodic maintenance check should be carried out to keep the equipment in good working conditions.



3.1.12. The scope of Onsite support

Comprehensive Maintenance of entire network, including but not limited to followings:-

- 3.1.12.1. Managing, monitoring and maintaining the active components as per Annexure-I (A.1) including replacement of faulty components.
- 3.1.12.2. Managing, monitoring and maintaining the active components as per Annexure-I (A.2). Material/Components will be supplied by BHEL in case reported faulty.
- 3.1.12.3. Managing, monitoring and maintaining the Passive components as per Annexure-I (B). Material/Components will be supplied by BHEL in case reported faulty.
- 3.1.12.3.1. Maintaining and up keeping of different segments of single mode fiber between various buildings in the campus including fiber patch chords, LIUs and connectors.
- 3.1.12.3.2. Maintaining and up keeping of UTP CAT6 1 Gbps connectivity from the ports of access switches to nodes (around 2300 in nos) within different buildings in the campus including crimping of jack panels, I/Os and RJ45 connectors.
- 3.1.12.4. Managing, monitoring and maintaining the HP Switches as per Annexure-I(C). Material/Components will be supplied by BHEL in case reported faulty..

Note: For all active components as per Annexure-I (A.1), vendor has to maintain minimum spares to replace the components within stipulated time to achieve the required up time.

3.2 **SERVICE LEVEL AGREEMENT**

Vendor shall provide a minimum uptime 98 % per quarter on entire network basis.

Vendor should provide support with response time of 12 hours and resolution time of 24 hours.

3.3 **DEDUCTIONS FOR SLA NON-CONFORMANCE**

3.3.1 The vendor shall maintain the overall uptime of equipment to as per SLA during the contract period.

3.3.2 A deduction from the quarterly charges of affected equipment / software shall be made on downtime basis. The downtime calculation shall be based on 24X7 hours. The deduction for downtime shall be as follows:

**Working calculation for deduction**

The downtime will be calculated on hourly basis per quarter on 24 hours basis. The Network Management Station record/report shall be basis for Uptime and down time



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

calculations. Deduction from payments will be made for non-availability of Network during the entire AMC period as detailed below:

Network Equipments have been classified into following three categories

Category I - Core switches

Category II - Distribution Switches

Category III - Access Switches

Downtime calculation for Network Services

Deduction from payments for each equipment will be made on downtime of equipment(s) on in each category as per the deduction formula given below for that category; the deductions for down time shall be on the Service/maintenance component of quarterly AMC charges.

Service/Maintenance component (AMC component) of quarterly AMC amount = Rs. A

Number of Days (part of a day considered as 1 day) = B

For Category I

If equipment is down for > 4 Hours in a day

Deduction for a equipment = Rs. ( A\*4) / 365 \*B

For Category II

If equipment is down for > 4 Hours in a day

Deduction for a equipment = Rs. ( A \*4) / ( 365 x 2) \* B

For Category III

If equipment is down for > 4 Hours in a day

Deduction for a equipment = Rs. ( A \*4) / ( 365 x 3) \* B

At the end of the contract period if any network equipment is found down, final payment for the contract will be made only after system is made up.

Downtime calculation will be applicable for non-availability of Network services arising because of malfunctioning of either Switches, Fibre patch cords, converters, connectors etc.

Note:

If the uptime for an equipment falls below 98/% continuously for 1 month, the equipment shall have to be replaced by the Bidder, without any extra charge.

### 3.4 AVAILABILITY OF SPARES:

3.4.1 Sufficient stock of critical spares shall be maintained at sites or vendor's warehouse at all times to ensure the uptime as per SLA



#### 4 COMMERCIAL TERMS AND CONDITIONS

##### 4.1 RATES

- 4.1.1 Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire contract period and shall remain FIRM without any variation till completion of the contract. However, the Tax/ RTU Tax will be payable as per actuals.
- 4.1.2 Rates are to be quoted as per Price Bid Format providing details of rates of taxes and duties prevailing as on the last date of bid submission. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any change in rates/tariff with respect to the taxes/rates/tariffs of taxes prevailing as on the last date of bid submission will be entertained and such taxes will be to the account of the Contractor.

##### 4.2 BANK CHARGES

Unless otherwise specified, the Bank charges, if any, shall be to the account of Bidder.

##### 4.3 PAYMENT TERMS

No interest, whatsoever, shall be payable by the Client on any amount due to the Contractor.

The payment will be made by the Client on quarterly in arrears within 30 days from the date of submission of verified documents.

- Original copy of Certificate signed by IT Coordinator of the Client certifying only no availability/downtime figures for the quarter.
- Invoice in triplicate.
- Registration under GST - BHEL GST number (hosted in EDN webpage) to be mentioned in NIT Supplier GSTIN number should be mentioned in all quotations & invoices submitted
- HSN (Harmonized System of Nomenclature) / SAC ( Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted
- Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc
- Payment to vendors as applicable will be made only if it is matching with data uploaded by Vendors in GST portal
- Vendors to give undertaking that GST as mentioned in the Invoice is paid / will be paid either through cash or admissible input credit and also filed / will file the returns
- For invoices paid on Reverse charge basis – remarks that it is "payable on reverse charge basis" to be mentioned on the invoice.



- W.r.t. PR supplies, vendor should intimate BHEL immediately on dispatch for parallel billing on customer

#### 4.4 VALIDITY OF THE OFFER

The offer shall be valid for 3 months from the date of Technical and Commercial bid (Part I) opening.

#### 4.5 NOTIFICATION OF AWARD

BHEL will notify the successful Bidder in writing by way of Letter of Intent/work order transmitted through e-mail/ Letter/ Fax.

#### 4.6 SIGNING OF CONTRACT

Within 15 (fifteen) Days from the date of issuance of PO, the Contractor shall submit:

- a) Signed copy of BHEL Purchase Order as an acceptance of the PO.
- b) Security Deposit (SD) as per clause 4.7 herein.

Bidder shall furnish the details regarding Address, Tax details, Bank details etc. for placement of Order

Bill to party is BHEL. Whilst billing, the Contractor shall charge VAT (TIN) if the bill is from within the State from where the Purchase Order is placed. In the event the bill is from outside the State from where the Purchase Order is placed, then, the Contractor shall charge CST (without TIN) or VAT (with TIN), whichever is lower.

The benefit of Input credit, if available, shall be to the account of the Client.

#### 4.7 SECURITY DEPOSIT (SD)

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

#### Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL through SB collect.



- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL.
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

### Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

### 4.8 RETURN OF SECURITY DEPOSIT:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses/ other amounts due to BHEL under this contract. or any other contracts entered into with the Contractor by BHEL.

### 4.9 FORCE MAJEURE

Contractor shall not be responsible for delay in delivery/installation/commissioning/PG Tests or in providing warranty and support as per SLA in respect of a Purchase Order, resulting from acts/events such as acts of God, war, floods, earthquakes, epidemics, riots, fire or Governmental regulations imposed after the date of contract beyond the Contractor's



control, provided notice of the happening of such act/event is given by the Contractor to the Purchaser within 15 days from the date of its occurrence. .

In the event that the Force Majeure event lasts for more than 6 months, then, the Client reserves the right to cancel/terminate/foreclose the Purchase Order without any compensation being payable to the Contractor in respect of such cancellation/termination.

If there are multiple Purchase Orders, the obligations of the Contractor in respect of any other Purchase Order(s) not affected by the Force Majeure event, shall continue to subsist.

#### 4.10 RISK PURCHASE

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.

b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser.

This clause will be operated only after completion of delivery period including extended period with LD, if any.

#### 4.11 LIMITATION OF LIABILITY

4.11.1 The Contractor's liability under any one work Order will be limited to the value of that work Order only.

Such limitation of liability shall not apply in cases of

- Gross negligence. Or,
- Fraud. Or,
- In the case of a third party claim in respect of infringement of intellectual property rights of the such third party by the Supplied System/Equipment or warranty/support.

4.11.2 Contractor shall not claim and the Purchaser shall not be liable towards a claim made by the Contractor towards any special, indirect, incidental, exemplary, punitive, speculative or consequential loss of any type, no matter how characterized, including but not limited to; loss of use, loss of revenue, loss of



production or product, loss of profits or anticipated profits (if any), loss of or interruption to business, facilities, loss of use of property or wasted overheads or increased cost of working, in each case whether direct or Indirect, relating to, in connection with or arising out of the performance or non-performance of the Purchase Order, howsoever the same may arise, whether under contract, tort (including negligence), strict liability or otherwise at law, and whether or not foreseeable at the execution date of the Purchase Order.

#### 4.12 ARBITRATION

4.12.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of or in connection with the formation, breach, termination, validity or execution of the Contract or the Purchase Order; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract or the Purchase Order; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator to be appointed by the Head of the <insert the name of Purchaser Unit/Division>.

4.12.2 It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract/Purchase Order.

4.12.3 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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

4.12.5 \*\*In case of Contract with Central Public Sector Enterprise (CPSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary,



Department of Legal Affairs, Ministry of Law and Justice, Government of India.  
Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

4.12.6 The cost of arbitration shall be borne equally by the Parties.

4.12.7 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract/Purchase Order with due diligence and expedition in a professional manner.

4.12.8 The seat of such arbitration will be the city from where the Contract is issued.

#### 4.13 ETHICAL STANDARD & OTHER CONDITIONS

Bidders/Contractor are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL.

By signing the Bid Forwarding Letter, the Bidder represents that for the product it supplies, it either is the owner of the Intellectual Property Rights or has procured/will procure all the necessary licenses for due and faithful performance of its obligations under the Contract/Purchase Order, should it be awarded the Contract. Wilful misrepresentation of these facts shall be considered a fraudulent practice.

If the information provided by the bidder is found to be false at a later date, BHEL reserves the right to reject such a bid at any stage or to cancel order/ contract if awarded. In such a case, bidder shall also forfeit EMD/ Security Deposit/PBG.

In addition, any other rights that are also available to BHEL in connection with such contravention of the ethical standard or other conditions, BHEL may also take steps for suspension of business dealings with the Bidder or the Contractor, as the case may be, as per extant guidelines of the company.



#### 4.14 NON-DISCLOSURE AGREEMENT

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. The format for the Non-Disclosure Agreement is attached as Annexure-4.

#### 4.15 INFORMATION SECURITY REQUIREMENTS

BHEL has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard. BHEL Information Security Policy is as follows:

“BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements.”

In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

The vendor / personnel deputed by vendor shall comply with following requirements:

- 4.15.1 Personnel deputed by vendor shall follow the ISMS system requirements.
- 4.15.2 Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
- 4.15.3 Vendor and personnel deputed by vendor shall sign Non- Disclosure Agreement (NDA) in the specified format of BHEL.
- 4.15.4 When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- 4.15.5 If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by BHEL.
- 4.15.6 He / she shall maintain and service only those equipment which comes under his /her scope of contract.
- 4.15.7 Vendor / personnel deputed by vendor shall ensure the return or destruction of information/ data at the end of agreement and as and when required.
- 4.15.8 Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- 4.15.9 Any information security incident and / or security breaches shall be immediately reported to BHEL.
- 4.15.10 In case of any violation of the above, it will amount to non- fulfillment of terms & conditions of the contract.

#### 4.16 INCOME TAX DEPRECIATION

Income tax depreciation, if any, will be claimed by BHEL.



#### 4.17 DIRECT TAX

Client shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as income tax liability of the Seller/ Contractor and his personnel/representatives.

Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.

#### 4.18 INDEMNITY:

The Bidder/Contractor represents and warrants that the System/Equipment supplied by it, or the warranty/support provided by it does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything contained herein, bidder shall fully indemnify and keep indemnified the Purchaser/Client against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and copyright of the Software.

In the event of any such claims being made against the Purchaser/Client by a third party, Purchaser/Client will inform in writing to the Contractor, who shall thereupon, at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

The Contractor, shall, upon the first demand by BHEL in respect of any loss/damage suffered or cost/expense (including reasonable attorney's fees) incurred by it owing to breach of this obligation, pay to BHEL the sum so demanded without any demur or recourse or protest. The decision of BHEL regarding the quantum of loss/damage suffered or cost/expenses incurred in or in connection with such infringement claim shall be final and binding upon the Contractor.

In the event, owing to such infringement, the use of the System/Equipment is disrupted/prevented for more than 24 hours at the user's end, the Contractor shall at his cost, within not more than 7 days from the date on which the same is reported, either ensure availability of the System/Equipment or provide a standby/replacement System/Equipment.

#### 4.19 LAWS GOVERNING THE CONTRACT AND JURISDICTION:

The Contract/the Purchase Order shall be construed and be governed by the laws of India.

Subject to clause 4.15 herein, the concerned Court in the city from where the Contract is issued shall have sole and exclusive jurisdiction in connection with any matter arising between the Parties



#### 4.20 MERGER & ACQUISITION:

In case of merger/amalgamation and acquisition of the Contractor the Contractor shall be obliged to ensure that the merged entity takes over the obligations under this Contract and acquiring company must assume all the obligations of the contract till the end of the contract period.

In the event the OEM in respect of the System/Equipment undergoes a merger/amalgamation or is restructured, then the Contractor shall procure and provide, at no extra cost to BHEL, the warranty/support from the merged/amalgamated/restructured entity.

#### 4.21 BANKRUPTCY:

If the Contractor becomes bankrupt or have a receiving order made against him or enters into an arrangement of compounding with his creditors or being a Corporation commences to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BHEL shall be at liberty:

4.21.1 To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.

4.21.2 To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

#### 4.22 SUB-CONTRACTING:

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent of the Purchaser.

#### 4.23 EXEMPTION:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

#### 4.24 TERMINATION OF CONTRACT

4.24.1 Purchaser/Client reserves the right to terminate/cancel the Contract/work Order, as the case may be, either wholly or in part, due to non-compliance of



stipulations of the Contract/Purchase Order, by the Contractor, at the risk and cost of the Contractor by giving one month notice in writing.

4.24.2 Contractor shall continue the performance of the Purchase Order/Contract under all circumstances, to the extent not cancelled/terminated.

4.24.3 The Purchaser/Client reserves the right to terminate/cancel the Contract/Purchase Order, either wholly or in part, on account of any decline, diminution, curtailment, stoppage of his business or if the warranty and support services are not found to be satisfactory and in that event, the Contractor shall have no claim for compensation against the Purchaser/Client on account of such termination/cancellation.

4.24.4 With effect from the date of expiry of one month notice, no charges towards warranty and support will be payable to the Contractor for the cancelled/terminated part of the agreement.

#### **4.25 STATUTORY REQUIREMENTS:**

The Tenderer shall comply with all statutory requirements such as ESI, PF, medical Insurance etc., If the tenderer cannot comply with above statutory requirement, he will have to produce an Indemnity Bond as prescribed by BHEL.



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಖುಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/AC/2017/AMC/NETWORK

5. Annexures

Annexure-I: CAMPUS-WIDE NETWORKING ITEMS DETAIL

Annexure-II: PRICE BID FORMAT.

Annexure-III: DEVIATION IN TECHNICAL SPECIFICATION

Annexure-VI: No Deviation Certificate

Annexure-V: Non-Disclosure Agreement

Annexure-VI: EFT format

Annexure-VI: Checklist of Enclosure

Annexure-VIII: Business rules for Reverse Auction

## Annexure-I

## CAMPUS-WIDE NETWORKING ITEMS DETAIL

<b>A. Network-Equipment Details Active Components</b>			
<b>A.1. Managing, monitoring and maintaining the active components including replacement of faulty components.</b>			
<b>S no</b>	<b>Part Code</b>	<b>Description</b>	<b>Qty</b>
<b>A.1.1</b>	<b>Cisco 6513 Consisting of</b>		<b>1</b>
	WS-C6513-FWM-K9	Cisco Catalyst 6513 Firewall Security System	1
	S733IS-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES	1
	WS-SUP720-3B	Catalyst 6500 / Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	2
	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G	2
	WS-X6708-10G-3C	C6K 8 port 10 Gigabit Ethernet module with DFC3C (req. X2)	2
	X2-10GB-LR	10GBASE-LR X2 Module	10
	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	1
	GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	6
	WS-X6548-GE-TX	Catalyst 6500 48-port fabric-enabled 10/100/1000 Module	1
	WS-SVC-IDS2-BUN-K9	600M IDS2-2 Mod for Cat	1
	WS-C6K-13SLT-FAN2	High Speed Fan Tray, Spare, for Catalyst 6513 / Cisco 7613	1
	WS-CAC-3000W	Catalyst 6500 3000W AC power supply	2
	CAB-AC-2500W-EU	Power Cord, 250Vac 16A, Europe	2
<b>A.1.2</b>	<b>Cisco 4507R Consisting of</b>		<b>2</b>
	WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	1
	PWR-C45-1000AC	Catalyst 4500 1000W AC Power Supply (Data Only)	1
	PWR-C45-1000AC/2	Catalyst 4500 1000W AC Power Supply Redundant(Data Only)	1
	CAB-7513ACE	AC POWER CORD (EUROPE)	2
	WS-X4013+10GE	Catalyst 4500 Supervisor II+10GE, 2x10GE (X2) or 4x1GE (SFP)	2
	S45IPB-12225SG	Cisco CAT4500 IOS IP BASE W/O CRYPTO	1
	WS-X4306-GB	Catalyst 4500 Gigabit Ethernet Module, 6-Ports (GBIC)	1
	WS-G5486	1000BASE-LX/LH long haul GBIC (single mode or multimode)	6
	GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	4
	WS-X4424-GB-RJ45	Catalyst 4500 24-port 10/100/1000 Module (RJ45)	1
	X2-10GB-LR	10GBASE-LR X2 Module	2
<b>A.1.3</b>	<b>Cisco 4503 Consisting of</b>		<b>6</b>

	WS-C4503	Catalyst 4500 Chassis (3-Slot),fan, no p/s	1
	PWR-C45-1000AC	Catalyst 4500 1000W AC Power Supply (Data Only)	1
	PWR-C45-1000AC/2	Catalyst 4500 1000W AC Power Supply Redundant(Data Only)	1
	CAB-7513ACE	AC POWER CORD (EUROPE)	2
	WS-X4013+10GE	Catalyst 4500 Supervisor II+10GE, 2x10GE (X2) or 4x1GE (SFP)	1
	S45IPB-12225SG	Cisco CAT4500 IOS IP BASE W/O CRYPTO	1
	WS-X4306-GB	Catalyst 4500 Gigabit Ethernet Module, 6-Ports (GBIC)	1
	WS-X4424-GB-RJ45	Catalyst 4500 24-port 10/100/1000 Module (RJ45)	1
	WS-G5486	1000BASE-LX/LH long haul GBIC (single mode or multimode)	4
	GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	4
	X2-10GB-LR	10GBASE-LR X2 Module	2
<b>A.1.4</b>	<b>Router Consisting of</b>		<b>3</b>
	CISCO2821	2821 w/ AC PWR,2GE,4HWICs,3PVDM,1NME-X,2AIM,IP BASE,64F/256D	1
	WIC-2T	2-Port Serial WAN Interface Card	1
	CAB-ACE	Power Cord Europe	1
	CAB-SS-232MT	RS-232 Cable, DTE Male to Smart Serial, 10 Feet	2
A.1.5	Wireless Controller	Make/Model: CISCO AIR-CT5508-250-K9 Config: support upto 25 access points with an option to upgrade the same controller to support upto 250 access	3
A.1.6	Wireless Access Point	Make/Model: CISCO AIR-LAP1252AG-N-K9 Config: support minimum 20 non-overlapping channels	25
A.1.7	Layer 3 Switch	Make/Model: CISCO WS-C3560X-24T-S Config: 24 Nos. of 10/100/1000Mbps Ethernet ports 4 Nos. of 1Gig. Slots for SFP based modules	15
A.1.8	Layer 2 Switch -24 port	Make/Model: CISCO WS-C2960S-24TS-L Config: 24 Nos. of 10/100/1000Mbps Ethernet ports 2 Nos. of 1Gig. Slots for SFP based modules	38
A.1.9	Layer 2 Switch-48 port	Make/model WS-C2960S-48TS-L Catalyst 2960 48 10/100/1000, 4 T/SFP LAN Base Image Power Cord Europe	14
<b>A.2 Managing, monitoring and maintaining the active components. (Material/Components will be supplied by BHEL in case reported faulty).</b>			
A.2.1	Layer 2 Switch-24 port	Make/model : WS-C2960G-24TC-L Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image CAB-ACE Power Cord Europe GLC-LH-SM GE SFP, LC connector LX/LH transceiver	68

A.2.2	Layer 2 Switch-48 port	Make/model WS-C2960G-48TC-L	12
		Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	
		CAB-ACE Power Cord Europe	
		GLC-LH-SM GE SFP, LC connector LX/LH transceiver	

**B. Passive network components**

**Managing, monitoring and maintaining the Passive components  
(Material/Components will be supplied by BHEL in case reported faulty).**

S/N	Description	Qty	
1	Single mode 12 core OFC (Laid for Network Backbone)	10 KM	
2	32 U floor Mount LAN Rack	19 No	
3	12U Wall Mount Racks	25 No	
4	LIUs 12 Ports	50 No	
5	Jack Panel 24 port	122 No	
6	I/Os	2300 No	
7	Fiber Patch Chord SC-SC	40 No	
8	Fiber Patch Chord SC-LC	25 No	

**C. HP Switches**

**Managing, monitoring and maintaining the HP Switches  
(Material/Components will be supplied by BHEL in case reported faulty).**

S. no	Description	Qty	
1	HP 5120 24G SI Switch	17	
2	HP 5120-48G SI Switch	3	
3	HP HI 5500 24G 4SFP w 2 Intf Slts Switch	5	

**Annexure-II:****PRICE BID FORMAT.****Price bid Format for AMC for 2 years****BHEL Electronics Division Bangalore**

S/n	Item Description	HSN / SAC Code	Quarterly charges in ` (in figures)	Total Charges in ` for 2 years ie., 8 qtrs(in figures)	Applicable GST in %age	Total Charges in ` for 2 years ie., 8 qtrs(in figures) with GST
1	AMC of the active components as per Annexure-I					
2	Onsite deployment of 3 service engineers during BHEL's business hours to support entire network as per Scope of AMC & terms, conditions					
	Total amount Rs.					

Date: .....

Bidder's Signature &amp; Seal

## ANNEXURE-III

## DEVIATION IN TECHNICAL SPECIFICATION

Table No.	Sl. No	Item or Specification Parameter	Deviation	Alternate solution

Date: \_\_\_\_\_

**Bidder's Signature with Seal**

**NO DEVIATION CERTIFICATE**

NO DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Ref: BHEL's Enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

It is Certified that the offered solution vide Enquiry

No. \_\_\_\_\_ Dated \_\_\_\_\_ in response to BHEL's enquiry

mentioned under reference has no Technical and commercial deviation from the requirement of

BHEL<unit name>given vide the NIT.

Date: \_

**Bidder's Signature with Sea**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

....., on behalf of .....(name of the Vendor), .....  
.....(Address), (hereinafter vendor) acknowledge that the information received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on contract for Rapid Application Development Platform (RADP) is confidential and that the nature of the business of BHEL is such that the following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
  - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
  - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
  - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
  - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
  - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.
2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause
3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withheld any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for

compensating losses that may be suffered due to such contravention of this agreement by the Vendor.

4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
6. The Vendor further agrees to the BHEL that
  - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
  - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
  - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.
11. It further agreed that Vendor on conclusion of contract, 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, or in any way obtained by Vendor during the course of contract. Vendor further agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
12. This obligation of confidence shall continue after the conclusion of the contract also.

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

Executed by .....on behalf of aforesaid vendor ..... with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Dated .....of .....20...

.....

Signature

Seal

**EFT FORMAT**

**Electronic Funds Transfer (EFT) OR  
Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): \_\_\_\_\_ CREATE \_\_\_\_\_ CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City:  PINCODE  STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank

7 Bank swift Code(applicable for EFT only)

8 Bank IFSC code(applicable for RTGS)

9 NEFT IFSC CODE

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:  
Designation:

Telephone NO. with STD Code

Company Seal

**Bank Certificate**

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date: \_\_\_\_\_ (.....)  
Place: \_\_\_\_\_ Signature \_\_\_\_\_

Please return completed form along with a blank cancelled cheque or photocopy thereof to:  
Bharath Heavy Electricals Ltd,  
Attn:  
Electronics Division, Mysore Road,  
BANGALORE - 560 026  
In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

## ANNEXURE–VII

## CHECKLIST OF ENCLOSURES

Sl No	Documents with Tender	Format / Annexure	Whether Attached (Yes / No)
1.	Certification from the OEM as per clause 2.1		
2	Attested balance sheets as per clause 2.2		
3.	Proof of Address /Undertaking on company Letter Head as per clause 2.3		
4.	documentary evidence of successfully completed similar work as per clause 2.4		
5.	Declaration by authorized signatory of the bidder as per clause 2.5		
6.	Acceptance of Technical terms and conditions (clause 3) duly signed with stamp		
7.	Acceptance of Commercial terms and conditions (clause 4) duly signed with stamp		
8.	Unpriced commercial offer as per Price format (AMC) with applicable taxes (in %)	Annexure- II	
9.	Deviations if any, as per BHEL format	Annexure - III	
10.	No Deviation certificate	Annexure - IV	
11.	Third party Non-Disclosure Agreement	Annexure - V	
12.	EMD of INR 101,000/-(Rupees one lakh and one thousand only) as per clause 1.6		
13.	Duly signed EFT form with cancelled cheque	Annexure - VI	

**Note:** Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents.

**Annexure VIII****BUSINESS RULES FOR ONLINE REVERSE AUCTION**

Business Rules, Terms & Conditions of Online Reverse Auction for the  
 “COMPREHENSIVE MAINTENANCE CONTRACT OF SERVERS, STORAGE AND  
 DATA CENTER EQUIPMENT at BHEL-Electronics Division” vide tender enquiry ref.  
 no. **BHEL/EDN/ITS/AC/2017/DC/METSO** dated 17 June 2017.

<b>BUYER'S NAME</b>	Bharat Heavy Electricals Limited Electronics Division
<b>AUCTION TO BE CONDUCTED BY</b>	<b>To be intimated later</b>
<b>DATE &amp; TIME OF AUCTION</b>	Auction Date: To be intimated later Online Sealed Bid Time : To be intimated later Online Reverse Auction Time : To be intimated later Auction website : To be intimated later

This has reference to tender no **BHEL/EDN/ITS/AC/2017/DC/METSO** dated 17 June 2017. BHEL shall finalise the Rates for the COMPREHENSIVE MAINTENANCE CONTRACT OF SERVERS, STORAGE AND DATA CENTER EQUIPMENT through Reverse Auction mode. BHEL has made arrangement with M/s. \_\_\_\_\_, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. no **BHEL/EDN/ITS/AC/2017/DC/METSO** dated 17<sup>th</sup> June 2017, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

## 1. Procedure of Reverse Auctioning

i. **Online Sealed Bid:** This duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period. ii. Online Reverse Auction: The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.

iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.

v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

**2. Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.

### - Online Sealed Bid:-

- *Start Time:* To be intimated later

- *Close Time:* To be intimated later

### - Online Reverse Auction:-

• *Start Time:* To be intimated later

• *Close Time:* To be intimated later

**3. Auction extension time:** If a bidder places a bid in the last ----- minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall

get extended automatically for another ----- minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note

that the auto-extension will take place only if a bid comes in those last ----- minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last ----- minutes. In case, there is no bid in the last ----- minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. \_\_\_\_\_ with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. \_\_\_\_\_ . Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. \_\_\_\_\_ to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

- 9. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 10.** Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
- 11.** Computerized reverse auction shall be conducted by BHEL (through M/s. \_\_\_\_\_), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. \_\_\_\_\_, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. \_\_\_\_\_ is responsible for such eventualities.

**12. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

- When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that then auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids.

- However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

**13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from **M/s.** \_\_\_\_\_ .

**14.** **M/s.** \_\_\_\_\_ , shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. **M/s.** \_\_\_\_\_ , shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

**15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction **to M/s.** \_\_\_\_\_ besides BHEL within two working days of Auction without fail.

- 16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
- 17.** Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. ----- dt. ----- . Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
- 18.** Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

  - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
  - b. Bid Placed by the bidder.
  - c. Start Price.
  - d. Decrement value.
  - e. Rank of their own bid during bidding as well as at the close of auction.
- 19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23.** If there is any clash between this business document and the FAQ available, if any, in the website of M/s. \_\_\_\_\_, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- 24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.