



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/DTG/2020/METSO

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/DTG/2020/METSO, dt: 13.01.2020
2. Name of the work : **Comprehensive Maintenance Contract of Metso Servers & storage**
3. Earnest money deposit : **Rs. 62000/-** (Rupees Sixty two Thousand Only)
4. Last date and time for the Receipt of completed tender : **On or before 13.00 Hours on 03.02.2020**
5. Date and time for tender opening : **At 13:30 Hours on 03.02.2020**
6. Place of submission of completed tender : To be dropped in the **TENDER BOX -02**
Kept at reception area with caption "**IT&S**" at BHEL,
Electronics Division, Mysore Road, Bangalore –
560026
7. Bidding Process : Two part Bid. Two sealed envelope (Technical and Financial) sealed together in outer envelop
8. Validity of Bid : The Bid will remain valid for a period of 6 Months from the date of technical bid opening

This tender document contains the following:

1. Requirement and the Procurement process
2. Technical Terms and conditions
3. Commercial Terms and Conditions
4. Price Bid Format
5. Bidders undertaking for complete responsibility.
6. Format for declaring deviations
7. Format for No Deviations Certificate
8. Format for Non-Disclosure Agreement
9. Format for List of Enclosures.
10. Reverse Auction (RA) guidelines
11. Contractor's Obligations
12. Contractor's Statutory Liability
13. General Conditions of Contract (GCC) – 2019 / Document enclosed

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Total no. of pages : 52 Pages.

Prepared by

--sd--

Gurunath Yankanchi
Manager / DTG

Checked by

--sd--

B. K. Dharmaraju
SDGM / DTG

Approved by

--sd--

P. Parthasarathy
AGM / MS



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.



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9. **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.
10. **Month** shall mean calendar month and **week** shall mean 7 days.
11. **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.
12. **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.



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1 REQUIREMENT AND PROCUREMENT

1.1 INTRODUCTION

1.1.1. BHEL, Electronics Division, Mysore Road, Bangalore – 560 026 (A Government of India Undertaking) invites tenders for COMPREHENSIVE MAINTENANCE CONTRACT OF METSO SERVERS AND STORAGE for a period of two years for following items.

1.1.2. HP servers, storage and other equipment Hardware Details (IT assets)

S NO	DEVICE NAME	MODEL NO	SERIAL NO	Qty
1	SAN SWITCH	HP STORAGE WORKS 8/8 SAN SWITCH	CZC121S1XC	1
2	SAN SWITCH	HP STORAGE WORKS 8/8 SAN SWITCH	CZC116SOM6	1
3	TAP LIBRARY	HP STORAGE WORK MSL2024 TAP DRIVE	DEC130022U	1
4	HP TFT DISPLAY DEVICE	HP TFT7600 G2	2C4129448B	1
5	HDD BAY	HP STORAGE WORKS	SGA125003K	1
6	HDD BAY	HP STORAGE WORKS	SGA125003C	1
7	HDD CONTROLLER	HP STORAGE EVA 4400 WORKS HSV300	SGA123002K	1
8	Hard Drive	HP EVA M6412 600GB FC 15K	JZXW6N8J, JZXW8J6J, JZXWSYRJ, JZXW9M0J, JZXW9U6J, CZWEYR7L, JZXW6ABJ, 2AWGGVNN, JZXWND0J, CZVPDRML, 2AWG093N, JZXW88EJ, JZXW9M4J, JZXW7V3J, SN6SL8XQLX,SGJZY1V4ZJ, SGJWW0PMSL,SGJZVMA16J, SGJZWGLKUN, SGJZWGLL3N SGJWXLHRXJ,SGJZXT9MZJ SGJZVLNN4J,SGJZY2H8HJ	24
9	BLADE ENCLOSURE	HP BLADE SYSTEM c7000 ENCLOSURE	SGH138X6EN	1
10	BLADE SERVER 1	HP PROLIANT BL460c G7	CN71380QC1	1
11	BLADE SERVER 2	HP PROLIANT BL685c G7	SGH139X7H4	1
12	BLADE SERVER 3	HP PROLIANT BL685c G7	SGH139X7H2	1
13	HP Data Protector A.08.10	HP	SA ID-102784097199	1



1.1.3. The scope of Onsite support

- for 2 years which includes (L2 support for OS, hardware and system), deployments of one support engineer at site , managing the support system for the infrastructure deployed" Includes maintenance of servers, storage, virtualization software, SAN switch, Tape library, Backup software and Fully fledged data center to Host the IT equipment.

1. Monitoring the Data center Rack that includes Server, Tape library, San Switch, Manageable Switch, Storage devices.
2. For monitoring VMs and Host Server V sphere client tools was used for Related issue like upgrade processor ,ram ,slowness, removing snapshot ,consolidating VMS, Upgrade Firmware and other more issues need to resolve.
3. In Virtual machines Hardware and Software, related issues need to trouble shoot and to be resolved.
4. If Any Hardware issue need to trouble shot with the help of respective vendor to resolve on priority basis
5. If Hardware fails, need to call up with respective vendor and follow up until closure as per escalation matrix.
6. Daily report need to be send, which includes hardware status, daily backup and Weekly backup Status.
7. If daily back up fails, need to be trouble shoot and start manually backup.
8. Maintain the connectivity establishment between offered servers and existing LAN.
9. Vendor contact details, Email Ids details and their Escalation matrix needs to be maintain to avoid escalation and delay at Site.
10. If Any Changes need to done in Hardware and software part respective approval from Site is required to make changes.

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
- 1.2.5 Commercial Terms and Conditions
- 1.2.6 Price bid Format
- 1.2.7 Bidders undertaking for complete responsibility.
- 1.2.8 Format for declaring deviations
- 1.2.9 Format for No Deviations Certificate
- 1.2.10 Format for Non-Disclosure Agreement
- 1.2.11 Format for List of Enclosures.
- 1.2.12 Reverse Auction (RA) guidelines



1.3 KEY ACTIVITIES AND DATES

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	13.01.2020
2	Last date and time for submission of Bids	03-Feb-2020 1300 Hrs
3	Technical & Commercial Bid opening	03-Feb-2020 1300 Hrs
4	Price Bid opening	Will be intimated later

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.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.

Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid (all documents indicated at clause 1.8). This should also contain EMD in the form of DD/ Pay order for an amount **Rs. 62000/-** (Rupees Sixty two Thousand 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.



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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:

Manager (DTG),
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, DTG, 26999546
- 2) Mr. Gurunath Yankanchi, DTG, 26998266

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 **Rs. 62000/-** (Rupees Sixty two 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**.

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 on production of Original Cash receipt along with claim.



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).
- (iv) Fixed Deposit Receipt (FDR) 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).

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.

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-VI) along with all enclosures indicated there in.

1.8.1.2 Price format copy with prices masked or without prices (Pl note that % 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.

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

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.

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-2. 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-3. 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 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 (VAT/Sales Tax, Service TAX) 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 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.

1.10.10 Terms and conditions of RA are contained in Annexure–VII.

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.

- Demanding advance payment
- Demanding exemption of EMD ((exempted in case of MSME, bidder has to provide valid MSME certificate)



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- 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 The bidder must have successfully completed similar work, not necessarily on lease rental basis during last 7 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. 12,00,000/-

OR

Two similar completed works costing not less than the amount Rs. 16,00,000 /-

OR

One similar completed work costing not less than the amount equal Rs. 25,00,000/-

Similar works" means maintenance of server / storage systems.

Bidder shall submit documentary evidence to support this.

2.2 This bidder shall be manufacturers of the equipment (OEM Supplier)/System Integrator/Authorized partner. The bidder shall have authorization from respective OEMs to quote for all products offered in this tender.

Shall submit certificate from the OEMs/ Self-certified to this effect.

2.3 Bidder shall have Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 10,00,000/-.

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.

2.4 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 System/equipment at the Site of BHEL complex as per requirements of this tender.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 In case the OEM discontinues the warranty and support to the model of the System/Equipment during the Contract period and any system/Equipment starts malfunctioning or stops functioning, then, the same shall be replaced by the Contractor with the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods of the same OEM or, if no such System/Equipment is available from the same OEM, then from any other OEM at no extra cost to BHEL.
- 3.1.5 Any travel, boarding and lodging incurred for the Resident Engineer/representative for managing and maintaining will be borne by the vendor.
- 3.1.6 AMC covers both hardware and software which are mentioned in asset details
- 3.1.7 All supplied software are entitled for upgrades released during the AMC period limited to drivers and patches.
- 3.1.8 Any complaint on servers, storage and other critical equipment has to be responded within same day.
- 3.1.9 Working windows for all servers and storage shall be on a 24 x 7 basis.
- 3.1.10 An onsite L2 support engineer shall be deployed for day-to-day support.

3.2 SERVICE LEVEL AGREEMENT

Vendor shall provide an uptime of 99% for system and 97 % per quarter on all hardware & software products on quarterly 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

System (as total/full):

If the system is down for X hours in a quarter

Quarterly Maintenance Charges amount of entire system is Rs. A Then the deduction will be: Rs. $(A / 90) * (X/24)$

Component:

If any of the component is down for Y hours beyond 0.3% of grace downtime in a quarter.

Quarterly Maintenance Charges amount of the component is Rs. B Then the deduction will be: Rs. $(B / 90) * (Y/24)$

Note:

- Vendor has to provide component wise break-up of maintenance charges.
- Vendor has to provide quarterly uptime report of the system and components.
- If any equipment is down continuously for a month in spite of being serviced, the equipment shall have to be replaced by the Vendor, without any extra charge.

Cumulative deduction for downtime shall be restricted to 10% of the order value. If Cumulative deduction for downtime exceeds the above mentioned limit then the Purchaser, without prejudice to any other right that it may have in this behalf, reserves the right to terminate the Contract.

3.3.3 There shall be no downtime due to mutually agreed scheduled maintenance of equipment, network equipment fault, fault due to mishandling of equipment by users or due to prolonged power outage.

3.3.4 If the uptime of a particular equipment/system falls below 90% continuously for 3 months, the equipment/system shall have to be replaced with the new equipment by the vendor without any extra cost to BHEL.



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

3.5 WARRANTY & SUPPORT:

3.5.1 All the equipment/systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty & service support for entire contract period. Warranty shall be delivered directly by the OEM for the equipment. In case of authorized partner being the Vendor, back to back agreement from OEM should be attached stating that the OEM will provide onsite support directly during the warranty period, replacement of spares etc. for all the hardware and software supplied. The OEM's obligation to provide onsite support is without prejudice to the overall responsibility of the Contractor and the Contractor shall be responsible to ensure the uptime requirement as per SLA. If the Contractor commits a default in providing warranty and support in respect of the Systems/Equipments, the Client may obtain the warranty and support from the OEM directly and shall be entitled to deduct/recover the charges payable/paid to the OEM from the charges payable to the Contractor.

3.6 WARRANTY SHALL COVER THE FOLLOWING

3.6.1 Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of supply of all types of spare parts etc.

3.6.2 All Software Patches, Upgrades, updates, Service Packs, etc. of Software supplied by the OEM must be made available free of cost during the entire warranty period. Software subscription and any other subscription required during entire contract period.

3.6.3 Maintenance and update patches, upgrades, updates and fixes of software supplied in the contract.

3.7 SUPPORT SHALL INCLUDE THE FOLLOWING

The vendor shall provide comprehensive maintenance support on 8x6 hours basis by minimum one resident engineers posted at site without payment of extra charges.

Comprehensive maintenance shall include the following:

3.7.1. Operations, maintenance and upkeep of System.

3.7.2. Repair / Replacement of faulty equipment including but not limited to all plastic and/or rubber parts, adapters, batteries, etc

3.7.3. Installation charges

3.7.4. Site inspection charges - Expert Visit



- 3.7.5. Periodic maintenance, wherever required
- 3.7.6. Cost of Maintenance Engineers
- 3.7.7. Keeping sufficient spares to maintain the specified uptime.
- 3.7.8. Physical Monitoring of the Critical Equipment on the floor on a daily basis
- 3.7.9. Daily Monitoring of the Critical Equipment.
- 3.7.10. Daily/Weekly/monthly Reporting, MIS & Trending

3.8 THE OFFLINE SUPPORT SHALL HAVE

- 3.8.1 24x7 National telephonic supports.
- 3.8.2 There must be a single point of contact for any eventuality and an escalation matrix must be provided with the bid.
- 3.8.3 The bidder should clearly provide Escalation mechanism and the contacts/mobile phone number of OEM's technical resource.
- 3.8.4 Access to raise technical assistance request at hardware vendors / supplier website.

3.9 RESIDENT/ON-SITE ENGINEERS

- 3.9.1 At least one qualified, trained and certified onsite shall be posted as follows:
 - 3.9.1.1 Pre-requisite knowledge required for on-site engineer.
 - 3.9.1.2 She/he shall be responsible for following but not limited to:
 - a) Physical Monitoring of the Critical Equipment on the floor on a daily basis
 - b) Daily Monitoring of the Critical Equipment.
 - c) Repair / Replacement of faulty equipment
 - d) Daily/Weekly/monthly Reporting, MIS & Trending
- 3.9.2 The Bio-data of the engineer(s) will be submitted to BHEL for approval before posting. Vendor will be responsible for background verification of experience and references mentioned in the Bio-data.
- 3.9.3 The working hours of the on-site engineers will be from 0800 to 1700. However in case of breakdown or urgent requirement as decided by BHEL, on-site engineer will be asked to come at any time, stay late and work till the breakdown/emergency is over.
- 3.9.4 On-site resident engineer will be replaced within 48 hours if BHEL is not satisfied with the engineer.
- 3.9.5 If the resident engineer is not reporting to BHEL new resident engineer shall be provided within 48 hours.



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Bharat Heavy Electricals Limited
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ELECTRONICS DIVISION
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- 3.9.6 In normal condition, only Sunday and national holiday will be the holiday for the on-site resident engineer.
- 3.9.7 Attendance of the on-site resident engineer will be maintained by BHEL and for every absenteeism there will be deduction of per day basis.
- 3.9.8 Vendor shall arrange for boarding, lodging and logistics for the onsite engineer(s).
- 3.9.9 Shall observe BHEL timings and holidays.
- 3.9.10 Shall leave the station only after seeking permission from BHEL and arranging for proper substitute.
- 3.9.11 Shall have their own accommodation, mobile phones, vehicle etc.



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.

4.4 VALIDITY OF THE OFFER

The offer shall be valid for 6 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

- a) Gross negligence. Or,
- b) Fraud. Or,
- c) 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 it 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.



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(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.)

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5. ANNEXURES

1. ANNEXURE-I: PRICE BID FORMAT.
2. ANNEXURE-II: BIDDERS UNDERTAKING FOR COMPLETE RESPONSIBILITY
3. ANNEXURE-III: DEVIATION IN TECHNICAL SPECIFICATION
4. ANNEXURE-IV: NO DEVIATION CERTIFICATE
5. ANNEXURE-V: NON-DISCLOSURE AGREEMENT
6. ANNEXURE-VI: CHECKLIST OF ENCLOSURES
7. ANNEXURE-VII: BUSINESS RULES FOR ONLINE REVERSE AUCTION
8. ANNEXURE-VIII: CONTRACTOR'S OBLIGATIONS
9. ANNEXURE-IX: CONTRACTOR'S STATUTORY LIABILITY



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Annexure-I:
PRICE BID FORMAT.

Price bid Format for AMC for 2 years
BHEL Electronics Division Bangalore

Sl. No.	Product Description	HP Product Serial No.	Qty	Rate (unit in month) INR	AMC Value for 2 years in INR	Applicable tax %	AMC value with taxes for 2 years
1	HP 8/8 Base (0) e-port SAN Switch	CZC121S1XC	1				
2	HP 8/8 Base (0) e-port SAN Switch	CZC116S0M6	1				
3	HP MSL2024 1 LTO-5 3000 FC Tape Library	DEC130022U	1				
4	HP BL460c G7 E5620 6G 1P server	CN71380QC1	1				
5	HP BL685c G7 CTO Blade	SGH139X7H4	1				
6	HP BL685c G7 CTO Blade	SGH139X7H2	1				
7	HP TFT DISPLAY TFT7600 G2	2C4129448B	1				
8	HP BLADE SYSTEM c7000 ENCLOSURE	SGH138X6EN	1				
9	HP STORAGE EVA 4400 WORKS HSV300	SGA123002K	1				
10	HP M6412-A Fibre Channel Drive Enclosure	SGA125003K	1				
11	HP M6412-A Fibre Channel Drive Enclosure	SGA125003C	1				
12	HP EVA M6412 600GB FC 15K Hard Drive	JZXW6N8J, JZXW8J6J, JZXWSYRJ, JZXW9M0J, JZXW9U6J, CZWEYR7L, JZXW6ABJ, 2AWGGVNN, JZXWND0J, CZVPDRML,	24				



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Tender Ref: BHEL/EDN/DTG/2020/METSO

		2AWG093N, JZXW88EJ, JZXW9M4J, JZXW7V3J SN6SL8XQLX,SGJZY1V4ZJ, SGJWW0PMSL,SGJZVMA16J, SGJZWGLKUN, SGJZWGLL3N SGJWXLHRXJ,SGJZXT9MZJ SGJZVLNN4J,SGJZY2H8HJ					
13	HP SW Enterprise Standard Support		1				
14	Onsite engineer resource cost		1				
TOTAL							

Note: The AMC amount shall include man power charges also apart from **maintenance** and spares cost. Other conditions of AMC shall be same as that of Contract.

Details of any other Taxes applicable:

Date:

Bidder's Signature & Seal



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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/DTG/2020/METSO

ANNEXURE-II

BIDDERS UNDERTAKING FOR COMPLETE RESPONSIBILITY

Date: _____

To:

BHEL, Electronics Division
Mysore Road, Bangalore- 560026

Subject: **Bidders undertaking for complete Responsibility** – Reg.

Tender Ref. No.: BHEL/EDN/DTG/2020/METSO

Dear Sir,

We the bidder _____ undertake the complete responsibility for comprehensive maintenance including repair / replacement 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 and support as per terms and conditions herein for a period of 2 years.

(Authorized Signatory)

For _____

Note: To be given on bidder company's letter head.



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ANNEXURE-III

DEVIATION IN TECHNICAL SPECIFICATION

Date: _____

Bidder's Signature with Seal



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Tender Ref: BHEL/EDN/DTG/2020/METSO

ANNEXURE-IV

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 EDN given vide the NIT.

Date: _

Bidder's Signature with Sea



THIRD PARTY NON-DISCLOSURE AGREEMENT

9., 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 **Comprehensive Maintenance Contract of Metso Servers & storage** 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.



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Tender Ref: BHEL/EDN/DTG/2020/METSO

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



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Tender Ref: BHEL/EDN/DTG/2020/METSO

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

Datedof20...

.....

Signature

Seal



ANNEXURE-VI

CHECKLIST OF ENCLOSURES

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART-I) DULY FILLED BY THE BIDDER)

SI No	Documents with Tender	Format / Annexure	Whether Attached (Yes / No)
1.	Bidder's undertaking for complete responsibility	Annexure- II	
2.	Attested balance sheets as per clause 2.3		
3.	Bidder's proof of registration in India		
4.	Acceptance of Pre-qualification criteria for bidders (chapter 2) duly signed with stamp		
5.	Acceptance of Technical terms and conditions (Chapter 3) duly signed with stamp		
6.	Acceptance of Commercial terms and conditions (Chapter 4) duly signed with stamp		
7.	Deviations if any, as per BHEL format	Annexure - III	
8.	No Deviation certificate	Annexure - IV	
9.	Non-Disclosure Agreement	Annexure - V	



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10.	EMD of INR 62,000/- (Rupees Sixty Two thousand only)		
11.	Unpriced commercial offer as per Price format (AMC) with applicable taxes (in %)	Annexure - I	

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



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Annexure VII

BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for the “COMPREHENSIVE MAINTENANCE CONTRACT OF METSO SERVERS AND STORAGE at BHEL-Electronics Division” vide tender enquiry ref. no. BHEL/EDN/DTG/2020/METSO dated 13th Jan 2020.

BUYER'S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	To be intimated later
DATE & TIME OF AUCTION	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/DTG/2020/METSO dated 13 Jan 2020. BHEL shall finalise the Rates for the COMPREHENSIVE MAINTENANCE CONTRACT OF METSO SERVERS AND STORAGE 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/DTG/2020/METSO dated 13th Jan 2020, (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).
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).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- Leading (Running Lowest) Bid in the Auction (only total price of package).
 - Bid Placed by the bidder.
 - Start Price.
 - Decrement value.
 - 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), shall be initiated by BHEL.



ANNEXURE -VIII

CONTRACTOR'S OBLIGATIONS

1. Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.
2. Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
3. Contractor shall ensure that the employees deployed (No child labor) in the premises of BHEL are physically and mentally fit and do not have any criminal records. (Police verification of Antecedents is preferred). Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
4. Contractor shall maintain appropriate records of his employees deployed to carry out the job.
5. Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership form/company, place of work, contact number and duration of validity of the card etc. in such identity card.
6. Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
7. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
8. Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.



9. Contractor shall ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. The contractor shall be responsible for enforcing all safety regulations as applicable on his workmen and shall strictly ensure wearing of safety equipment by them inside the factory. Notwithstanding that BHEL may provide hand gloves & consumables, material handling equipment etc. wherever required, the contractor shall be responsible for their wearing of the safety equipment's/gadgets.
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment's, if any from the establishment of BHEL.
11. Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.



ANNEXURE -IX

CONTRACTOR'S STATUTORY LIABILITY

1. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, The Central Goods and Services Tax Act 2017 and amendments thereof and all other applicable Acts and rules shall be complied with by the contractor.
2. Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
3. Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
4. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
5. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
6. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
7. Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
8. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
9. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.



10. The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
11. The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
12. Contractor may obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
13. Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
The contractor shall also indicate ESI No & PF No. in the techno-commercial bid.
14. Payment of bonus under the payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor.
15. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
16. Contractor shall obtain license under CL (R&A) Act, 1970/any amendments, if applicable.
17. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.
18. All the Contractors will have to produce documentary evidence of being an Income Tax Assesse.