

**Bharat Heavy Electricals Limited**

भारत हैवी इलेक्ट्रिकल लिमिटेड



**Corporate Systems & Information Technology**

कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

**CS&IT Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex, Plot No. 25,  
Sector 16A, NOIDA, U.P.-201301**

**Request for Proposal**

**FOR**

**Maintenance Contract of IT Items for 2 years**

A handwritten signature in blue ink, appearing to read 'Abhishek'.



**BHARAT HEAVY ELECTRICALS LIMITED**  
भारत हैवी इलेक्ट्रिकल लिमिटेड  
**CORPORATE SYSTEMS & INFORMATION TECHNOLOGY**  
कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

**Ref. No. : AA:CS&IT: Maintenance-Contract**

**Date: 30<sup>th</sup> Oct, 2015**

Dear Sir / Madam,

**Sub: Maintenance Contract of IT Items for 2 years**

BHEL proposes to enter into a Maintenance Contract of IT items for 2 years. In this regard, sealed bids are invited for Maintenance Contract of IT Items as per the terms and conditions of RFP enclosed.

Any clarifications / queries from the interested bidders shall be given in the specified format **(Annexure-VII)** to BHEL on or before **06.11.2015**.

Any corrigendum / notifications issued by BHEL, subsequent to RFP, shall be available / hosted on [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in>. Hence all bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in> 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 respects in requisite format with necessary enclosures is submitted on or before the due date & time i.e., **20.11.2015 at 1500 hrs**.

Bids shall be addressed to:

Sr. Mgr. (CS&IT)  
Bharat Heavy Electricals Limited,  
CS&IT-Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex,  
Plot no. 25, Sector-16a, Noida (UP) – 201301.

Thanking you,  
Yours faithfully,  
For and on behalf of BHEL

Sr. Mgr. (CS&IT)

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## 1. Introduction:

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 manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 17 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

## 2. Objective:

BHEL intends to employ the services of a third party through maintenance contract for two years for IT equipments at its various offices in NCR Delhi as per Annexure – V.

The bidder's role:

### In the case of Annexure – I (Items for FMS):

- As per scope of work specified in Clause 5.2

### In the case of Annexure – II (Items for AMC)

- Support for hardware as well as software.
- Maintain, repair and do necessary replacement of faulty parts which are not repairable, without any cost on BHEL. The replaced parts will be NEW either of same or higher Configuration. Maintenance or replacement of spares, if any, shall be carried out at the premises of BHEL Maintenance shall include, but not limited to, all plastic and / or rubber parts, printer heads.
- Further, as per scope of work specified in Clause 5.2

## 3. Eligibility Criteria:

- 3.1 The bidder should have successfully executed at least two maintenance contracts, each for a minimum period of one year, covering PCs, servers, network devices & UPS. The name, address and phone number of contact person from these organizations should be provided, who can be contacted for getting the views on performances. The bidder shall submit copy of customer orders.
- 3.2 Bidder should be in IT maintenance contract business for at least last five years. Copy of orders to be submitted as evidence.
- 3.3 The bidder must have an average annual financial turnover of minimum Rs 12 lakhs during the last 3 years, ending 31<sup>st</sup> March 2015. Attested copies of Balance Sheets / PL statements of the last three years to be submitted as proof.



3.4 The bidder must have at least one order of maintenance contract of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 30.09.2015, value of which must be at least 30 lakhs. PO copies including value to be submitted as proof.

Or

must have at least two orders of maintenance contract of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 30.09.2015, value of each must be at least 19 lakhs. PO copies including value to be submitted as proof.

Or

must have at least three orders of maintenance contract of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 30.09.2015, value of each must be at least 15 lakhs. PO copies including value to be submitted as proof.

3.5 The bidder shall have a registered office in India. A documentary proof with complete address details and contact person details shall be submitted along with the offer.

3.6 Bidder should have PF no. and ESI no. / Medical Policy for executing the contract. Letter from authority for PF and ESI No. / Medical Policy to be provided.

3.7 The bidder shall have at least 1 service centre in NCR region. Address, contact person details of the service centre to be provided.

3.8 Bidder has to submit valid IT return for last 3 years, PAN, Works Contract Tax registration certificate, Service Tax registration certificate which are applicable for this contract.

#### 4. Key Activities and Dates:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	30-10-2015
2	Last date of receiving queries from bidders	06-11-2015
3	Last date of replying to queries	07-11-2015
4	Last date and time for submission of proposals	20-11-2015: 1500hrs
5	Technical Proposal opening	20-11-2015: 1530hrs
6	Commercial Proposal opening	Will be intimated later



## 5. Special Terms and Conditions

### 5.1 On-Site Engineers:

<u>Location</u>	<u>No. of Support Engineers Regd.</u>
Corporate Office, Delhi (BHEL House, Siri Fort)	2
Corporate Office, Advant Building, Sector-144, Noida	2
PMG, Advant Building, Sector-144, Noida	1

The above engineers shall have minimum 3 year diploma degree and minimum 2 year experience on maintenance of PCs, Servers, Switches, Printers, Scanners, etc.

The above engineers shall be available at these locations normally from 8.00 AM to 8.00 PM in shifts (8:00am to 4:00pm and 12:00pm to 8:00pm) on all working days as per BHEL calendar. However, during holidays and weekends (2<sup>nd</sup> & last Saturdays & Sundays), at least 1 (one) engineer shall be made available from 9:00am to 5:00pm at each location.

The above engineers shall be dedicated to these offices. For providing support at other offices in NCR, the bidder shall deploy additional engineers on call basis at no additional cost to BHEL.

### 5.2 Scope of Work:

#### 5.2.1 End User Management

- Call Logging to OEM/SI, monitoring, tracking, escalation and closure.
- Coordinate and provide telephonic support on problems to remote users.
- Assist users in giving solutions for backup, Zipping & other issues.
- Dismantling, assembling and data transfer, in case of hardware shifting.
- Assigning rights to workgroups, printers and directories.
- Support for Mail clients and establish email connectivity.
- Configure printer/scanner/webcam and resolving all printing/scanning/webcam problems.
- Troubleshoot the network related issues of users.
- Identifying recurring problems, reporting to BHEL, and recommending solutions or correction procedures and proactive measures.
- Scheduling of conferences in the video wall room, conference room and cabins of CMD, Directors and Executive Directors, etc. Co-ordination with other Units, Regions and Project Sites for setting up conferences.

#### 5.2.2 Asset Management

- Reinstall, Configure, Support, Maintain and Trouble – shoot various system hardware and software.
- First level identification of the problem in the equipment under warranty and rectification of minor faults possible through non-invasive means.



- Physical labeling of all assets following ISMS procedures.
- Reinstallation and configuration of OS, softwares (office, mail client, etc.), VC clients, Proxy configuration, AD configuration, Anti-virus, applications, Service Packs, add-ons and Patches.
- Upgrade of Windows OS as well as standard office using software provided by BHEL.
- Diagnosing / Rectifying Virus attacks by using Anti-Virus Software Tool provided by BHEL.
- In case of a virus attack, containment of the virus at file and system level as well as cleaning using anti-virus software.
- Arranging updates and upgrades from Antivirus Vendor and installation on all PCs.
- Service for installing add-ons and upgrades to the equipment.
- Reports on Weekly / Monthly / Quarterly Basis
- Ensuring proper connectivity of Servers with Network and user systems.
- Resolving configuration errors, server crashes and software corruption.
- Installation, reinstallation, configuration and upgrade of Server Operating Systems Linux / Windows etc. (Software shall be provided by BHEL).

### **5.2.3 Network Management**

- Support and troubleshooting for any network problems
- Managing all Jack Panels / Switches in the Network
- Administering and updating the documentation of the LAN, PC IP Addresses, network diagrams.
- Daily/ Weekly/ Monthly report on the various network related calls.
- Daily monitoring of ACs, temperature and humidity in server room
- Terminating, troubleshooting, provisioning, management and maintenance of the cabling system at the Patch Panel as well as the I/O outlet.
- Services of defective IOs (Patch cords & IOs to be provided by BHEL).
- Re-configuration of I/O services from the Patch Panel for adds, moves & changes.

### **5.3 Contract Start Date:**

The order will be placed by respective locations directly. The contract shall be deemed to start from the date of acceptance of order by the bidder along with the security deposit.

### **5.4 Service Level Agreement (SLA):**

#### **5.4.1 Response Time:**

Vendor will strive to ensure that all hardware, software or any other complaint would be attended to within 2 business hours of receiving the request.

If standby is provided for the equipment, then the original equipment should be repaired and reconfigured within 15 days.

### **5.5 Penalty for SLA Non-Conformance:**

The deduction for downtime for each equipment per month will be as follows:



S.No.	Downtime per equipment basis	Deduction Factor / Value
1	More than 8hrs without standby (for more than 5 KVA UPS)	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
2	More than 24hrs without standby (for rest of the equipments)	AMC Charges for downtime + Rs.500 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
3	On site Engineers Absence  For 1 day  After 1 day	Rs.500 per absence per engineer  Rs.1000 per absence per engineer
<b>Note:</b> Total deduction shall be limited to maximum monthly AMC charges of all the items put together as per contract for that month.		

#### 5.6 Penalty for LD:

If the resident engineers (as per scope) are not deployed at BHEL sites within 10 days after acceptance of order, a penalty of 0.5% per week (or part thereof) subject to maximum of 10% of the total charges of the service engineer for the AMC period, will be charged for the delay. This penalty will be deducted from the first quarter rental charges, in case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.

#### 5.7 Terms of Payment:

Payment will be paid quarterly in arrears after adjusting any penalties / deductions due to SLA non-conformance.

Payments will be made within 45 days on submission of following documents:

- i) Invoice in duplicate.
- ii) SLA reports for the quarter (to be verified by the System Administrator).

#### 5.8 Stand-by Equipment

In case, the equipment failure cannot be rectified through repair / replacement of defective parts, bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure.

### 6. General Terms and Conditions

#### 6.1 Instructions to bidders:

- 6.1.1 The Bidder must give his compliance point by point.
- 6.1.2 BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.



## 6.2 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out 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 Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

## 6.3 Integrity Pact: (Not Applicable)

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment.

## 6.4 Non-Disclosure Agreement:

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-VI**.

## 6.5 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

## 6.6 Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

### Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD in the form of Pay Order/ Bank Draft of **Rs.1,00,000/-** (Rupees One Lakhs only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:

Technical offer/details including literature/leaflets with page no. marked on all pages. The bidder can offer only as per technical specifications of the equipment. BHEL



reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.

- i. No Deviation Certificate as per format enclosed as Annexure-IV.
- ii. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as Annexure-III.
- iii. Enclosures as defined in checklist of enclosures.
- iv. A copy of complete RFP where each page is signed & stamped by the bidder.

#### **Part-II : Price Bid**

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as Annexure-III only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

#### **6.7 Marking On Envelope**

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

##### **Part-I : 1. Tender Enquiry No. and Its Description**

2. Due Date of Opening
3. "EMD & Techno-Commercial Bid".

##### **Part-II : 1. Tender Enquiry No. and Its Description**

2. Due Date of Opening
3. "Price Bid" as per enclosed Format.

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

#### **6.8 Bid Submission**

- 6.7.1. Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**Sr. Mgr. (CS&IT)**  
**Bharat Heavy Electricals Limited,**  
**CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,**  
**Sector – 16A, Noida (UP) 201301**  
**Telephone no. : (0120) 2416496**  
**Email : [shivali@bhel.in](mailto:shivali@bhel.in)**  
**[ajay@bhel.in](mailto:ajay@bhel.in)**

- 6.7.2. Bids can also be delivered in person in the tender box placed at CS&IT, Noida.



6.7.3. Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay.

### **6.9 Bid Opening**

6.9.1 PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

6.9.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.

6.9.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.

6.9.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.

6.9.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

6.9.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

6.9.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

6.9.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

6.9.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

6.9.10 Purchaser reserves the right to negotiate the tender, if required.

### **6.10 Validity of Offer**

Offer shall be kept valid for FOUR months from the due date of tender opening (Part-I) for Purchaser acceptance.

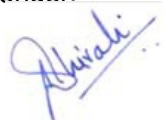
### **6.11 Deviations**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure-IV**.

**Technical & Commercial - No deviation is acceptable.**

### **6.12 Language of the Bid & Corrections**

6.12.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.



6.12.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in BLUE/BLACK INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.

6.12.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.

6.12.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

### **6.13 Rejection of Bid and Other Conditions**

6.13.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

6.13.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

6.13.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.

6.13.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the bids.
- b) to increase or decrease the quantities.

6.13.5 Late Bids: Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.

6.13.6 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.

6.13.7 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.

6.13.8 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

6.13.9 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.



#### **6.14 Clarification on Bidding Documents:**

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the undersigned and to the authorized representative ([shivali@bhel.in](mailto:shivali@bhel.in) / [ajay@bhel.in](mailto:ajay@bhel.in)) by **06.11.2015**. BHEL will not entertain or respond to bidders' queries received after **06.11.2015**.

#### **6.15 Amendment of Bidding Documents:**

The 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 amendment, the bid submission date may be extended at the discretion of the purchaser.

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 (<http://www.bhel.com> or <http://eprocure.gov.in>) in Tender Notification section under the original tender enquiry number.

#### **6.16 Evaluation and Comparison of Bids:**

- 6.16.1 Total / 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, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 6.16.2 Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 6.16.3 Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- 6.16.4 Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at the lowest valid price bid (L1). This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the concerned Ministry.
- 6.16.5 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer. BHEL will also claim depreciation as per provisions of the Income Tax Act.
- 6.16.6 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The bidding evaluation is based on L1 criteria. Further the tender is NOT divisible. The evaluation of responsive bids shall be done in 3 stages:

##### **Stage-I: Evaluation Of Response To Eligibility Criteria:**

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for stage II evaluation.



## Stage-II: Evaluation Of Technical & Commercial Bids:

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation.

Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents.

After the evaluation of commercial conditions, the technical bids submitted by the bidders will be evaluated. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

## Stage -III: Evaluation of the Price Bid:

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The order will be placed on L1 bidder.

- i. Total outflow for 2 years excluding taxes for the entire contract period.
- ii. The bid having the least total cash outflow for 2 years will be considered L1 bidder. The L1 Bidder shall be eligible for award of contract.

### 6.17 Security Deposit

6.17.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

S. No.	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs.10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

6.17.2 The security Deposit should be collected before the start of the work by the contractor.

6.17.3 Security Deposit may be furnished in any one of the following forms:

- 6.17.3.1 Cash (as permissible under the Income Tax Act)
- 6.17.3.2 Pay Order / Demand Draft in favour of BHEL.
- 6.17.3.3 Local cheques of scheduled banks, subject to realization.

- 6.17.3.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 6.17.3.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- 6.17.3.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 6.17.3.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- 6.17.3.8 EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

**NOTE:** Acceptance of Security Deposit against Sl. No. (6.16.3.4) and (6.16.3.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

- 6.17.4 The Security Deposit shall not carry any interest.
- 6.17.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
- 6.17.5.1 The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- 6.17.5.2 There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- 6.17.5.3 In case of reduction, the reduced Contract value shall be certified by BHEL representative. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general.

**In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by BHEL representative. This reduction in value of Security Deposit shall not entitle the**



**contractor to any amendment of Contract and shall be operated at the discretion of BHEL**

- 6.17.6 Contract value for the purpose of operating the reduced / increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man day rates.
- 6.17.7 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 6.17.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

**6.18 Return Of Security Deposit**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the „Final Bill“ after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

**6.19 Bank Guarantees**

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

- 6.19.1 Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- 6.19.2 The Bank Guarantees shall be as per prescribed formats.
- 6.19.3 It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL executive. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- 6.19.4 In case extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the BHEL executive and submitted to the issuing official of the LOI/LOA.
- 6.19.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 6.19.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.



6.19.7 The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

**6.20 Taxes:**

The bidder shall clearly specify the current applicable taxes and their current rates. Any taxes currently applicable but not specified in the bid/offers will not be paid by BHEL.

**6.21 Purchaser's Right to accept or Reject any or all Bids:**

The Purchaser 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.

**6.22 Exclusions:**

The Bidder shall clearly indicate the items under "Exclusions" head, which are excluded from the scope of Bidder's work, if any.

**6.23 Statutory Obligations:**

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

**6.24 Liabilities from the Contract**

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

**6.25 Limitation of Liability:**

The vendor's liability shall be limited to the value of this contract only.

**6.26 Insurance: (Not Applicable for this tender)**

Insurance for the complete Systems/ Goods shall be arranged by the Vendor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the vendor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

**6.27 Indemnity:**

Vendor shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.



All such claims in this regard will be settled as per Indian Laws.

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

#### **6.28 Arbitration:**

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.

#### **6.29 Force Majeure:**

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

#### **6.30 Risk Purchase**

Purchaser shall reserve the right to terminate the order/contract and enter into lease at the risk and cost of the Vendor, either the whole or part of the Systems/goods, which the Vendor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser may sustain by reason of such lease contract. This clause will be operated only after completion of delivery period including minimum time period for maximum penalty.

#### **6.31 Termination Of The Contract & Its Consequences**

- 6.31.1 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor, or non-performance of the equipment/system below 99% continuously for more than 1 month , at the risk and cost of the Vendor/Lessor.
- 6.31.2 In case of the contract termination, Vendor will remove the equipment from Purchaser premises at his own risk and cost after due permission from BHEL.
- 6.31.3 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 6.31.4 BHEL reserves the rights to cancel the contract in case the equipment and services are not found to be satisfactory.
- 6.31.5 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

#### **6.32 Settlement Of Disputes**

- 6.32.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be



decided by the Purchaser, subject to written appeal by the Vendor to the Purchaser, whose decision shall be final to the parties hereto.

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

6.32.3 However, the Vendor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**6.33 Patent & Trademark:**

Vendor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

**6.34 Merger & Acquisition:**

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

**6.35 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.

**6.36 Special Clauses:**

6.36.1 The onsite engineer posted should have PF no. and ESI no. / Medical Policy in his / her name. Documentary proof for the same to be provided.

6.36.2 BHEL reserves the right to ask for a change of onsite engineer citing reasons. The bidder shall arrange a replacement within 07 (seven) working days having the required competence level as per tender requirement.

6.36.3 BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of two months.

6.36.4 At the end of the initial contract period of two years, BHEL reserves the right to extend the contract on same terms & conditions after mutual discussions.



**7. List of Annexures:**

- 7.1 Annexure-I: List of IT Items for FMS
- 7.2 Annexure-II: List of IT Items for AMC
- 7.3 Annexure-III: Price Bid Format.
- 7.4 Annexure-IV: No-Deviation Certificate Format
- 7.5 Annexure-V: List of Locations
- 7.6 Annexure-VI: Non-Disclosure Agreement Format
- 7.7 Annexure-VII: Pre-bid Query / Clarification Format.
- 7.8 Annexure-VIII: Business Rules for RA



### Checklist of Enclosures

S. No.	Annexure to be attached	Format attached as Annexure	Whether attached or not (Yes/NO) Page No. Ref.
1.	<b>Eligibility Criteria (Clause 3)</b>		
	Customer Orders as per Clause 3.1		
	Documentary Proof as per Clause 3.2		
	Attested Copies of Balance Sheets / PL statements as per Clause 3.3		
	PO Copies & Documentary Proof as per Clause 3.4		
	Documentary Proof as per Clause 3.5		
	Documentary Proof as per Clause 3.6		
	Documentary Proof as per Clause 3.7		
	Documentary Proof as per Clause 3.8		
2.	EMD of Rs.1,00,000/- (Rupees One Lakh only)		
3.	Price Bid Format	Annexure III	
4.	Format for No Deviation Certificate	Annexure IV	
5.	Format for Non-Disclosure Agreement	Annexure VI	

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/Fax/Mobile/Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_



**Annexure – I**

**List of Items for FMS**

<b>S. No.</b>	<b>Item Name</b>	<b>Qty. at CS&amp;IT (approx.)</b>	<b>Qty. at PMG (approx.)</b>
1	Notebook - General / Lightweight	95	20
2	PC - General / 3D	628	100
3	Touchscreen Monitor in lieu of Normal Monitor PC01L	8	0
4	Graphics Workstation - Xeon	1	0
5	Printer / MFP / MFS	257	40
6	Scanner	65	15
7	Small UPS	460	0
8	2KVA UPS	3	0
9	10 / 15KVA Online UPS	5	0
10	2X40KVA Online UPS	2	0
11	Server 2-Way	60	0
12	Layer 2 Switch	50	0
13	Layer 3 Switch	27	0
14	KVM Switch	9	0
15	Wireless Access Point	12	0
16	Wireless Access Controller	1	0
17	42U Network Rack	9	0
18	POE Switch	3	0
19	Webcam	10	0

**Note: These quantities may vary within a range of +/-15%.**



**Annexure – II  
List of Items for AMC**

<b>S. No.</b>	<b>Item name</b>	<b>Brief Specs</b>	<b>Qty for CS&amp;IT</b>	<b>Qty. for HRDI</b>
1	Notebook - General	Dell - 5400 / 4GB RAM / 160HDD /DVD WRITER	2	25
2	Notebook - Lightweight Type-I	DEll - 4300 / 4GB RAM /160 HDD /DVD WRITER	4	5
3	PC - General	HCL/HP / 4GB RAM / 160HDD /DVD WRITER WITH TFT	54	9
4	PC - 3D Lenovo Desktop B520	Lenovo / 8 GB RAM/1 TB HDD / Cordless KBD ,MOUSE	1	0
5	Graphics Workstation - Xeon	Dell 16 GB RAM	1	0
6	Laserjet Printer - A4 Mono Personal	HP - P 1008 / HP 1566	39	0
7	Laserjet Printer - A4 Mono Low End	HP LJ P2055DN	1	0
8	Laserjet Printer - A4 Mono General	HP -P 3015	36	0
9	Laserjet Printer - A4 Color Low End	HP COLOR LASERJET CP2025	22	0
10	Laserjet Printer - A4 Color General	HP COLOR LASERJET CP 3525	12	2
11	Laserjet Printer - A3 Color	HP COLOR LASERJET 5525	1	0
12	Laser Printer MFP	HPLJ M 575 F	2	0
13	Laser Printer MFP	HP LJ CM 1415 FNW	1	0
14	Laserjet Printer - A4 Mono	HP LJ Laserjet P3005 DN	3	0
15	Laserjet Printer - A4 color	HP LJ Color Laserjet Printer - 4700 DN	5	0
16	Laserjet Printer - A4 Mono Low End	HP LJ Laserjet Printer - A4 Mono P2015 DN	15	0
17	Dot Matrix Printer	LQ DSI 5235 PRINTER	3	0
18	MFS - A4 Color	HP COLOR LASERJET CM2320	9	0
19	Scanner - A4 Color	HP SCANJET 8420	27	0
20	Scanner - A4 Color High End	FUJITSU 4340	3	0
21	Scanner - A3 Color High End	FUJITSU FI 6770	1	0
22	Small UPS	Emerson 1 KVA UPS	53	9
23	5KVA UPS	Emerson GXT 600MT	0	2
24	10KVA Online UPS	EMERSON S410D	2	2
25	10 KVA Online UPS	APC 10 KVA	1	0
26	15KVA UPS	Eaton EDX15KHXL3	1	0
27	2X40KVA Online UPS	Emerson	1	0
28	Server 2-Way (Type - I)	HP proliant DL380 G6, 8GB RAM, 300GB HDD	1	0
29	Server 2-Way (Type - II)	HP proliant DL380 G6, 16GB RAM, 300GB HDD	1	0
30	Layer 2 Switch - 24 Port (Type-I)	Cisco 2960-24TT-L	8	0
31	Layer 2 Switch - 24 Port (Type-II)	Cisco 2960-24TC-L	1	4
32	Layer 3 Switch (Type- I )	Cisco 3580-24TS-E / Cisco 3560 / Cisco 2950/2960	8	0
33	L3 Switch	Cisco 2960 /2950 24 Port	2	0
34	L3 Switch	Cisco 6509E	1	0
35	KVM Switch	Masterview Aten	3	0
36	Wireless Access Point	AIR-AP1252AG-A-K9	0	8
37	Wireless Access Controller	AIR-WLC-2125-K9	0	1

**Note: These quantities may vary within a range of +-15%.**



**Annexure - III  
Price Bid Format**

S. No.	Item name	Total Qty.	Per Year maintenance charges for Unit Qty. (Excluding Taxes)	Per Year maintenance charges for Total Qty. (Excluding Taxes)
		A	B	C=A*B
1	Notebook - General	27		
2	Notebook - Lightweight Type-I	9		
3	PC - General	63		
4	PC - 3D Lenovo Desktop B520	1		
5	Graphics Workstation - Xeon	1		
6	Laserjet Printer - A4 Mono Personal	39		
7	Laserjet Printer - A4 Mono Low End	1		
8	Laserjet Printer - A4 Mono General	36		
9	Laserjet Printer - A4 Color Low End	22		
10	Laserjet Printer - A4 Color General	14		
11	Laserjet Printer - A3 Color	1		
12	Laser Printer MFP	2		
13	Laser Printer MFP	1		
14	Laserjet Printer - A4 Mono	3		
15	Laserjet Printer - A4 color	5		
16	Laserjet Printer - A4 Mono Low End	15		
17	Dot Matrix Printer	3		
18	MFS - A4 Color	9		
19	Scanner - A4 Color	27		
20	Scanner - A4 Color High End	3		
21	Scanner - A3 Color High End	1		
22	Small UPS	62		
23	5KVA UPS	2		
24	10KVA Online UPS	4		
25	10 KVA Online UPS	1		
26	15KVA UPS	1		
27	2X40KVA Online UPS	1		
28	Server 2-Way (Type - I)	1		
29	Server 2-Way (Type - II)	1		
30	Layer 2 Switch - 24 Port (Type-I)	8		
31	Layer 2 Switch - 24 Port (Type-II)	5		
32	Layer 3 Switch (Type- I )	8		
33	L3 Switch (Cisco 2960 /2950 24 Port)	2		
34	L3 Switch (Cisco 6509E)	1		
35	KVM Switch	3		
36	Wireless Access Point	8		
37	Wireless Access Controller	1		
38	Facility Management Services	As per Clause 5.1		
<b>Total maintenance charges per year for total qty. (excl. taxes) (D)</b>				
<b>Total maintenance charges for two years for total qty. (excl. taxes) ('E=Dx2)</b>				

**Total offered price ('E): Rs. ....**

S.N o.	Applicable taxes	%age

**Note :**

- The rate should be quoted in Indian Rupees.
- Evaluation of L1 will be decided on the basis of total maintenance charges for 2 years for total qty. (Excluding Taxes) ('E)
- The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

*Seal & Signature of the Company*



**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CS&IT:Maintenance-Contract dated 30<sup>th</sup> Oct 2015**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/Fax/Mobile/Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_



## List of Locations

S. No.	Location Name	Address
1	Corp Office, New Delhi	BHEL House, Siri Fort, New Delhi - 110049
2	Corp Communication, New Delhi	Jeevan Tara, 5, Sansad Marg, New Delhi -110001
3	CS&IT & HRDI Noida	HRD & ESI Complex, Plot No. 25, Sector -16A, Noida-20 130 1
4	Estate Office, Noida	Estate Office BHEL Township, Sector- 17, Noida - 201301
5	Advant IT Park, Noida	Advant IT Park, Plot No.7, Sector-142, Expressway, Noida - 201305

**Note: Any other location in Noida / New Delhi if any equipment is shifted there.**



**MUTUAL NON-DISCLOSURE AGREEMENT**

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This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called "The Bidder", whose principal mailing address is \_\_\_\_\_.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for maintenance contract for IT items, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of



any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
  - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
  - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
  - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
  - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
  - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.



8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

\_\_\_\_\_

**BHARAT HEAVY ELECTRICALS LTD.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

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

**Witness**

1.

2.

**Witness**

1.

2.



Pre- bid Query / Clarification Format

S.No.	Reference of the Clause No. of the RFP	Query / Clarification

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_



**Annexure - VIII**

Business Rules, Terms & Conditions of Online Reverse Auction for the "Maintenance Contract of IT Items for 2 Years" vide tender enquiry ref. no. AA:CS&IT:Maintenance-Contract, dated 30.10.2015

<b>BUYER'S NAME</b>	Bharat Heavy Electricals Limited Corporate Systems & Information Technology
<b>AUCTION TO BE CONDUCTED BY</b>	<b>M/s C1 India Pvt Ltd,</b> <b>C-104, C Block,</b> <b>Sector 2, Noida,</b> <b>Uttar Pradesh 201301, India</b>
<b>DATE &amp; TIME OF AUCTION</b>	Auction Date : (xx.xx.xxxx) Online Sealed Bid Time : xxxxxx Online Reverse Auction Time : xxxxxxxx Auction website : <a href="https://bhel.erpoc.in">https://bhel.erpoc.in</a>
<b>DOCUMENTS ATTACHED</b>	<ol style="list-style-type: none"><li>1) Business rules for reverse auction</li><li>2) Terms &amp; conditions of reverse auction</li><li>3) Process Compliance Statement (Annexure II as per RA Business Rules)</li><li>4) Final Price Confirmation (Annexure III as per RA Business rules)</li><li>5) Final Price Breakup (Price Bid Format)- Annexure-III as per tender enquiry.</li><li>6) Contact Information</li></ol>



## Business Rules for finalization of the procurement

BHEL shall finalize the procurement of the items against this Tender through reverse auction mode. BHEL has made arrangement with **M/s C1 India Pvt Ltd.** who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In 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 C1 India Pvt Ltd.,** furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line 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 up loaded 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 at the premises of vendors 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 C1 India Pvt Ltd, is responsible for such eventualities.

1. **M/s C1 India Pvt Ltd,** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
2. **Material For Bid:** Maintenance Contract of IT Items for 2 Years against tender enquiry ref. no. AA:CS&IT:Maintenance-Contract dated 30.10.2015 with all amendments, discussions and minutes of meetings, if any.
3. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
4. **Bidding Currency and Unit of Measurement:** Bidding and evaluation will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for the Items, as per finalized specifications during techno commercial evaluation, mentioned in **Annexure-I.**



5. **Bid Price:** The Bidder has to quote the F.O.R. destination Price which is inclusive of all prevailing levies and taxes i.e. Excise Duty, Custom Duty, Packing & Forwarding, freight and insurance etc and excluding of VAT / Lease Tax, Service Tax and octroi, if any. The successful bidder is to submit the breakup of price after completion of reverse auction.
6. The technical & commercial terms are as per BHEL Tender Enquiry No. AA:CS&IT: Maintenance-Contract dated 30.10.2015, subsequent corrigendum along with vendors' technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
7. **Validity of Bids:** The Bid price shall be firm for a period of **120 days** and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction, bidder has to provide a final price confirmation & a detailed break-up & confirmation (as per BHEL's price excel sheet (Annexure-III of RFP) & the Annexure III (as per RA rules) formats) for his lowest offer within 24 hours of the reverse auction to **M/s C1 India Pvt.Ltd.**
9. **Procedure of Reverse Auctioning:**

- i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same or lesser as that quoted in their final sealed price bid submitted against Tender Enquiry No. AA:CS&IT:Maintenance-Contract, dated 30.10.2015. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.

- ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

- iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.

- iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get



extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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.

- v. The bid decrement amount shall be specified by BHEL before start of bidding.
  - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
  - vii. After the completion of English No Ties Reverse Auction, the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
10. Successful vendor shall be required to submit the final prices, quoted during the English No Ties Reverse Auction, as per BHEL's price excel sheet (Annexure-IX) & the Annexure III formats, within 24 hours of the reverse auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.
11. During the Online English No Ties Reverse Auction, if no bid is received in the auction system / website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

**Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.**

13. You shall be assigned a **Unique User Name & Password** by BHEL or by **M/s C1 India Pvt.Ltd.** You are advised to **change the Password** and edit the information in the Registration Page after the receipt of initial Password from **BHEL / M/s C1 India**



**Pvt.Ltd** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

14. You will be able to view the following on your screen along with the necessary fields in the English No Ties Reverse Auction:
  - a. Leading Bid in the Auction (only total price)
  - b. Bid Placed by you
  - c. Your Own Rank
  - d. Opening Price & Bid Decrement value.
15. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
16. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
17. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance (Process Compliance Form—Annexure II) to the terms / conditions / modality given above before participating in the reverse auction.



## Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s C1 India Pvt. Ltd.** The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **M/s C1 India Pvt. Ltd.** All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or M/s C1 India Pvt.Ltd shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:** 1). Online Initial Sealed Bid  
2). Online English No Ties Reverse Auction
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
  - Leading Bid in the Auction
  - Bid Placed by him
  - His Own Rank
  - Start Price & Bid Decrement Value



8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders 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 supplier.

- 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
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

**GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auction website (<https://bhel.eproc.com>) using the Login IDs and passwords given to them.

**10. OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with **M/s C1 India Pvt.Ltd** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **M/s C1 India Pvt.Ltd.**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **M/s C1 India Pvt.Ltd** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- **M/s C1 India Pvt.Ltd** is not responsible for any damages, including damages that result from, but are not limited to negligence.



- **M/s C1 India Pvt.Ltd** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- II**) duly signed to **M/s C1 India Pvt.Ltd.**, before the due date (xx.xx.xxxx). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up & confirmation (as per BHEL's price excel sheet (Annexure-III of RFP) & the Annexure III (as per RA rules) formats) within 24 hours of the reverse auction to **M/s C1 India Pvt.Ltd** for further proceedings.



## ANNEXURE - I

### Item Description:

As per tender enquiry ref. no. AA:CS&IT:Maintenance-Contract, dated 30.10.2015 (along with amendments / corrigendum and clarifications).

Details as per "PRICE BID FORMAT" of the tender enquiry (along with clarifications).

After the reverse auction, the L1 bidder shall submit the item wise price breakup as per original price bid format (Annexure – III of RFP).



## Annexure- II

### Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

**M/s C1 India Pvt Ltd,  
C-104, C Block,  
Sector 2, Noida,**

Uttar Pradesh 201301, India

**Tel: +91-120-4746800, , Fax: +91-120-4746810**

**Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for the 'Procurement of Video Conferencing Solution - Lease Basis' against tender enquiry ref. no. AA:CS&IT:Maintenance-Contract, dated 30.10.2015 and subsequent corrigendum.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our online quoted price, within 24 hours of the reverse auction, as per BHEL's price excel sheet (Annexure-III of RFP) & the Annexure III (as per RA rules) formats.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the 'Bidding Time is Over' of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



**Annexure III**

M/s C1 India Pvt Ltd,  
C-104, C Block,  
Sector 2, Noida,  
Uttar Pradesh 201301, India  
Tel: +91-120-4746800, , Fax: +91-120-4746810

Sub: Final price quoted during reverse auction and price break-up & confirmation

Ref:

1. **BHEL Tender No. AA:CS&IT:Maintenance-Contract, dated 30.10.2015**
2. **Reverse Auction dtd. Xx.xx.xxxx**
3. **Our Offer No. \_\_\_\_\_ dtd. \_\_\_\_\_**

Dear Sir,

We confirm that we have quoted for the “**Maintenance Contract of IT Items for 2 Years**”  
and Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is our **Final  
Total Charges (excluding taxes)** during the reverse auction conducted on xx.xx.xxxx.

The breakup of prices as per Price Bid Format (Annexure-III of RFP) is also enclosed.

It is also confirmed that final rate in respect of each item is either equal or lower as compared to rate offered in the sealed bid.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**



**CONTACT INFORMATION**

<b>M/s C1 India Pvt Ltd,</b>	<b>Bharat Heavy Electricals Limited, Corporate Systems &amp; Information Technology, Noida</b>
<b>C-104, C Block, Sector 2, Noida, Uttar Pradesh 201301, India Tel: +91-120-4746800, , Fax: +91-120- 4746810  Mukesh Kumar <a href="mailto:mukesh.kumar@c1india.com">mukesh.kumar@c1india.com</a> Cell : 09560833122</b>	<b>Shivali Arya  Dy. Manager (CS&amp;IT) CIT Hall, 2<sup>nd</sup> Floor, BHEL, HRD &amp; ESI Complex, Plot No. 25, Sector-16A, Noida (UP) - 201301  PH : 0120 2416496  E-MAIL : <a href="mailto:shivali@bhel.in">shivali@bhel.in</a></b>

