



Bharat Heavy Electricals Limited

DTX, HEER, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)

Phone: 01334-284614, FAX: 01334-223948 E-mail: syadav@bhelhwr.co.in

Ref: HW/DTX/2/1454

Date: 22.11.2017

Subject: One year AMC of 10G Backbone Network at BHEL Haridwar

1. 10G Backbone network were installed in BHEL Haridwar in 2010. The networking equipment and network points are located at various locations in BHEL Haridwar across the plant. It is proposed to have One year comprehensive AMC for these networking equipment and passive networking detailed in Annexure-II. The scope of work and Terms & Conditions are given in detail in Annexure IV. The Annexure details are as follows:

Annexure I	Technical Pre-qualification Compliance Sheet
Annexure II	Item Details & Broad Configuration
Annexure III	Document checklist
Annexure IV	Terms & Conditions and scope of work.
Annexure V	Price Bid Format
Annexure VI	Certificate by Chartered Accountant on Letterhead (for MSME enterprises)

2. You are requested to submit techno-commercial offer along with the price bid in two parts as per the scope of work indicated therein. The tender offer should be sealed in two separate envelopes with 'Techno-commercial bid' / Price bid', Tender no., Opening date duly super scribed on the envelopes.
3. The Techno-commercial bid envelope should enclose your techno-commercial offer comprising Terms and conditions (Annexure-IV), duly signed/stamped, unpriced bid as per Annexure-V, Technical Pre-Qualification Compliance Sheet (Annexure I) and Document Submission Checklist (Annexure III) along with other required documents / proofs.
4. The price bid envelope should enclose Price bid (As per format in Annexure V) only. No additional Terms and Conditions should be specified in the price bid.
5. Vendor must meet prequalification criteria as per Annexure-I. The offers not meeting these criteria will be rejected summarily.

6. The techno-commercial bids will be opened on the last date of submission of the offers at 2.00 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
7. The Terms and conditions given at Annexure-IV will be adhered to by the bidder. Please do not remain silent on any point and if you are not accepting any terms/condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.
8. Earnest money of Rs. 1.57 Lakhs in the mode specified in Terms and Conditions in Annexure IV is to be furnished with the Tender offer. EMD of unsuccessful vendors will be refunded within 15 days of awarding the tender.
9. The offers in sealed envelopes (as stated in para-2 above) should be submitted latest by **1:45 P.M. on 15/12/2017** at the following address through registered post / speed post:

**Head of Material Management
Heavy Electricals Equipment Plant
Bharat Heavy Electricals Limited
Ranipur Haridwar (Uttarakhand)
PIN – 249403**

The quotation must be posted taking the allowance for postal transit delays.

Alternatively, the tender duly sealed and superscribed, clearly mentioning the 'Technical/Commercial Bid', tender no., opening date as mentioned above may be deposited in the **Tender box situated at fourth floor, Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar.**

Quotation not received in time is likely to be ignored.

IMPORTANT: Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.

To be submitted with Technical Bid:

Sl.	Annexure	Description	Remarks
1	--	Your Technical Offer	
	Annexure I	Technical Pre-Qualification Compliance Sheet	Signed Copy duly filled alongwith required proofs / documents
2	Annexure II	Item Details & Broad Configuration	Signed copy with seal
2	Annexure III	Document submission checklist with Page no. details along with OEM authorization letters from CISCO.	Signed Copy with seal
3	Annexure IV	Terms & Conditions and Scope of	Signed copy with seal

		Work.	
4	Annexure V	Unpriced Bid.	Mention all applicable taxes without price
5	Annexure VI	Certificate by Chartered Accountant on Letterhead	Signed Copy with seal (if applicable)
6		Earnest Money Deposit (EMD)	

To be submitted with Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure V	Price Bid (only)	In a separate sealed envelope

Thanking you,

Yours faithfully,

(Shweta Yadav)
Dy.Manager/DTX

Digital Transformation Centre, HEEP, BHEL, Haridwar

Tender No: HW/DTX/2/1454 Dated: 22/11/2017

Pre-Qualification Criteria

S.No	Description	Evidence Required
1	<p>The bidder should be either OEM of Wired and Wireless network Components or an authorized system integrator of the OEM having direct purchase and support agreement with OEM for last 3 years.</p> <p>For this tender, definition of OEM means manufacturer of equipment that is to be supplied under this tender.</p>	<p>Incase bidder is not an OEM following proof document to be submitted :</p> <p>1. OEM authorization letter specific to this tender along with assurance of Back to Back (B2B) support from OEM for entire contract period .</p> <p>2. Proof document from OEM of proposed network solution, that bidder is authorized System Integrator of OEM since last 3 years ending with financial year 2016-17 .</p>
2	bidder must have registered offices and service support centre in India.	Copy of Registration certificate & Support centre details from authorized signatory or verifiable through public domain.
3	Average Annual financial turnover during the last 3 years ending March 31, 2017 is at least Rs 23 lakhs. Proof to be provided.	Audited Balance Sheet and Profit & Loss Statements OR Certificate from Statutory Auditors
4	<p>The Bidder should have successfully executed similar projects during last 7 years, ending Oct 31, 2017 , in any one of the following:</p> <p>a. Single on-site comprehensive maintenance support or Annual Maintenance Contract (AMC) of networking, Contract value having minimum value of Rs 62 lakhs per annum</p> <p style="text-align: center;">Or</p> <p>b. Two on-site comprehensive maintenance support or Annual Maintenance Contract (AMC) of networking, each Contracts having minimum value of Rs. 39 lakhs per annum.</p> <p>Or</p> <p>c. Three on-site comprehensive maintenance support or Annual Maintenance Contract (AMC) of networking, each Contracts having minimum value of Rs. 31 lakhs per annum.</p> <p>The contract should include support of networking equipment in a distributed environment. Proof of AMC order and Completion certificate having the full customer address, mail id, contact number and order value is to be submitted.</p>	Work completion certificate from the Customer and proof of AMC Order along with full address, telephone number , email address of the customer including value of the Order is to be submitted.
5	The bidder should be BS 7799 / ISO 27001 /BS15000 / ISO 20000 / ITIL certified as per Global Standards.	The copy of the relevant certificate to be submitted.
6	Bidder should have minimum 2 professionals with expert level certification from the OEM of the quoted products and also having experience of implementing / maintaining Enterprise Network Solution	List of certified professionals & corresponding certificates to be submitted.
7	Bidder must have its own network related warehouse and spare inventory to provide hardware support to non Back to Back support network items	Self declaration certificate with proof of supporting non B2B items with spare parts from its own inventory.

Digital Transformation Centre, HEEP, BHEL , Haridwar			
Tender No: HW/DTX/2/1454 Dated: 22/11/2017			
Bill of Material for AMC of 10G Backbone Network			
Sl. No.	Item	Unit	Qty.
A Active components			
A.1			
1	Core Switch	No.	2
A.2			
1	Distribution Switch Type I	No.	2
2	Distribution Switch Type II	No.	13
3	Distribution Switch Type III	No.	4
4	Aggregation Switch	No.	2
5	Access Switch Type I	No.	51
6	Access Switch Type II	No.	92
7	48 Port 10/100/1000 Module on Core Switches	No.	2
8	48 Port 10/100/1000 Module on Distribution Switches	No.	23
9	10G SR Fiber Transceivers in Core Switches	No.	7
10	10G LR Fiber Transceivers in Core Switches	No.	29
11	1G SX Fiber Transceivers in Core Switches	No.	1
12	1G LX Fiber Transceivers in Core Switches	No.	3
13	1G UTP Transceivers in Core Switches	No.	8
14	10G SR Fiber Transceivers in Dist. Switches	No.	5
15	10G LR Fiber Transceivers in Dist. Switches	No.	25
16	1G SX Fiber Transceivers in Dist. Switches	No.	54
17	1G LX Fiber Transceivers in Dist. Switches	No.	9
18	1G UTP Transceivers in Dist. Switches	No.	38
19	10G SR Fiber Transceivers in Aggre Switches	No.	2
20	10G LR Fiber Transceivers in Aggre Switches	No.	2
21	1G SX Fiber Transceivers in Access Switches	No.	126
22	1G LX Fiber Transceivers in Access Switches	No.	18
23	Lightweight Indoor Wireless Access Point	No.	20
24	Wireless LAN Controller	No.	1
25	DSLAM	No.	1
26	CPE	No.	30
27	UPS 10 KVA	No.	2
28	UPS 5 KVA	No.	15
29	UPS 1 KVA	No.	124
30	42U Rack	No.	2
31	24U Rack	No.	16
32	12U Rack	No.	126

Digital Transformation Centre, HEEP, BHEL , Haridwar

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Bill of Material for AMC of 10G Backbone Network

B	Passive Components		
33	Cat5E/Cat6 UTP Network nodes which include Face plate, Surface mount boxes, I/Os, Jack Panels, Patch Cords Cables are laid in PVC/MS Conduits in buildings and shop floor areas	No.	4210
34	24 core SM SC-SC Armored Fiber segments which include dark fiber, LIUs, Fiber Patch Cords, Pigtails, Adapter plates etc Cables are laid in GI Pipes either underground or in buildings / shop floor areas	No.	2
35	6 core SM/MM (SC-LC or SC-SC) Armored / Unarmored Fiber segments which include dark fiber, LIUs, Fiber Patch Cords, Pigtails, Adapter plates etc. Cables are laid in GI Pipes either underground or in buildings / shop floor areas	No.	146

Digital Transformation Centre, HEEP, BHEL , Haridwar			
Tender No: HW/DTX/2/1454 Dated: 22/11/2017			
Broad Specifications of Components			
A	Active components		Quantity
A.1	Item Name	Core Switch	2
	Make & Model	Cisco Catalyst 6509 Switch	
	Module for Switch1		
	Module 1	WS-X6708-10GE	
	Module 2	WS-X6708-10GE	
	Module 3	WS-X6724-SFP	
	Module 4	VS-S720-10G	
	Module 5	WS-X6708-10GE	
	Module for Switch2		
	Module 1	WS-X6708-10GE	
	Module 2	WS-X6708-10GE	
	Module 3	WS-X6708-10GE	
	Module 4	WS-X6724-SFP	
	Module 5	VS-S720-10G	
A.2			
1	Item Name	Distribution Switch Type I	2
	Make & Model	Cisco Catalyst 4507	
	Module for Switch1		
	Module 1	WS-X4506-GB-T	
	Module 2	WS-X45-SUP6-E	
	Module 3	WS-X45-SUP6-E	
	Module for Switch2		
	Module 1	WS-X4506-GB-T	
	Module 2	WS-X45-SUP6-E	
	Module 3	WS-X45-SUP6-E	
2	Item Name	Distribution Switch Type II	13
	Make & Model	Cisco Catalyst 4506	
	Module for Distribution Switch Type II-1	WS-X45-SUP6-E	
		Cisco/I WS-X4506-GB-T	
	Module for Distribution Switch Type II-2	WS-X45-SUP6-E	
		WS-X4506-GB-T	
		WS-X4612-SFP-E	
	Module for Distribution Switch Type II-3	WS-X45-SUP6-E	
		WS-X4506-GB-T	
		WS-X4612-SFP-E	

	Module for Distribution Switch Type II-4		
		WS-X45-SUP6-E	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-5	WS-X45-SUP6-E	
		WS-X4506-GB-T	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-6	WS-X45-SUP6-E	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-7		
		WS-X45-SUP6-E	
		WS-X4612-SFP-E	
	Module for Distribution Switch Type II-8		
		WS-X45-SUP6-E	
		WS-X4506-GB-T	
		WS-X4612-SFP-E	
	Module for Distribution Switch Type II-9		
		WS-X45-SUP6-E	
		WS-X4612-SFP-E	
	Module for Distribution Switch Type II-10		
		WS-X45-SUP6-E	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-11		
		WS-X45-SUP6-E	
		WS-X4506-GB-T	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-12	WS-X45-SUP6-E	
		WS-X4506-GB-T	
	Module for Distribution Switch Type II-13	WS-X45-SUP6-E	
		WS-X4506-GB-T	
3	Item Name	Distribution Switch Type III	4
	Make & Model	Cisco Catalyst 3560	
	Module	WS-C3560E-24TD-S	
		WS-C3560E-24TD	
4	Item Name	Aggregation Switch	2

	Make & Model	CISCO Catalyst 4948	
	Aggregation Switch		
		WS-C4948-10GE	
		WS-C4948-10GE	
5	Item Name	Access Switch Type I	51
	Make & Model	CISCO Catalyst 2960 48 port	
	Access Switch Type I	WS-C2960G-48TC-L	
		WS-C2960S-48TS-L	
6	Item Name	Access Switch Type II	92
	Make & Model	CISCO Catalyst 2960 24 port	
	Access Switch Type II	WS-C2960G-24TC-L	
7	Item Name	48 Port 10/100/1000 Module on Core Switches	2
		WS-X6748-GE-TX	
8	Item Name	48 Port 10/100/1000 Module on Distribution Switches	23
		WS-X4548-GB-RJ45	
9	Item Name	10G SR Fiber Transceivers in Cisco 6500 Series Core Switches	7
10	Item Name	10G LR Fiber Transceivers in Cisco 6500 Series Core Switches	29
11	Item Name	1G SX Fiber Transceivers in Cisco 6500 Series Core Switches	1
12	Item Name	1G LX Fiber Transceivers in Cisco 6500 Series Core Switches	3
13	Item Name	1G UTP Transceivers in Cisco 6500 Series Core Switches	8
14	Item Name	10G SR Fiber Transceivers in Cisco 4500 Series Distribution. Switches	5

15	Item Name	10G LR Fiber Transceivers in Cisco 4500 Series Distribution. Switches	25
16	Item Name	1G SX Fiber Transceivers in Cisco 4500 Series Distribution. Switches	54
17	Item Name	1G LX Fiber Transceivers in Cisco 4500 Series Distribution. Switches	9
18	Item Name	1G UTP Transceivers in Cisco 4500 Series Distribution. Switches	38
19	Item Name	10G SR Fiber Transceivers in Cisco 4900 series Aggregation Switches	2
20	Item Name	10G LR Fiber Transceivers in Cisco 4900 series Aggregation Switches	2
21	Item Name	1G SX Fiber Transceivers in Cisco 2900 Series Access Switches	126
22	Item Name	1G LX Fiber Transceivers in Cisco 2900 Series Access Switches	18
23	Item Name	Lightweight Indoor Wireless Access Point	20
24	Item Name	Wireless LAN Controller	
		Wireless LAN Controller 4404-100-K9	1
25	Item Name	DSLAM	1
		IP DSLAM-Zyxel IES-1248	
26	Item Name	CPE	30
		Zyxel P600 series	

27	Item Name	UPS 10 KVA with SNMP card	2
		Eaton Make E series DX C6KS	
28	Item Name	UPS 6 KVA with SNMP card	15
		Eaton Make E series DX	
29	Item Name	UPS 1 KVA	124
		Eaton Make E series DX	
30	Item Name	42U Rack-Rittal make including PDUs, cooling fans and locks	2
31	Item Name	24U Rack-Rittal make including PDUs, cooling fans and locks	16
32	Item Name	12U Rack-Rittal make including PDUs, cooling fans and locks	126

Digital Transformation Centre, HEEP, BHEL , Haridwar		
Tender No: HW/DTX/2/1454 Dated: 22/11/2017		
DOCUMENT CHECKLIST		
S. No	Description	Remarks
1	Technical Pre-qualification Compliance Sheet along with the required Documentary proof (Annexure I)	
2	Signed copy of Annexure II i.e., Item Details & Broad Configuration	
3	Signed copy compliance with Terms & Conditions and scope of work (Annexure IV).	
4	Unpriced bid of Annexure Valongwith GST details in part 1 of the Tender.	
5	Priced bid of Annexure V alongwith GST details in part 2 of the Tender.	
6	Duly signed Certificate by Chartered Accountant on Letterhead in case of MSME enterprises (Annexure VI)	
7	EMD of Rs. 1.57 Lakhs as per the mode of deposit defined in the Annexure IV of the Tender.	
8	OEM Authorization for back to back support items as mentioned in Annexure II	



TERMS AND CONDITIONS

1 SCOPE OF WORK:

Comprehensive onsite one-year Annual Maintenance Contract (AMC) for networking equipment installed across BHEL Haridwar Networking equipment covered under Back to back OEM support as per A.1 items and non-back to back support A.2 items in Annexure II.

2 GENERAL:

- a) The AMC maintenance contract will be for the period of 1 year. No escalation of cost, due to any reason, will be admissible during this period. The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime, if any, shall be made from quarterly AMC charges. BHEL will claim Input Tax credit on GST.
- b) No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
Maintenance coverage for all the networking equipment A.1 & A.2 (Annexure II) shall be on 24x7 basis. Vendor will ensure back to back AMC support from OEM i.e. CISCO for A.1 item. Authorization letter from OEM for Item A.1 mentioned in Annexure II should be submitted along with Techno-commercial bid. The bidder should submit OEM support letter within 15 working days of award of order.
- c) The successful bidder shall keep sufficient inventory for non-back to back items at BHEL Haridwar during entire AMC period to ensure immediate replacement to keep the equipment downtime at minimum.
- d) The AMC scope will also cover fibre patch cables, UTP cables, cable conduits, I/Os, face plates, I/O boxes, jack panels, LIUs, pigtails etc.
- e) Successful bidder shall enter into AMC agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- f) The successful bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the vendor.
- g) Payment against first quarter bill will be released only after submission of back-to-back support document.

3 EARNEST MONEY DEPOSIT (EMD):

- a) EMD is to be deposited by the bidder as per tender document i.e., Rs 1.57 lacs.
- b) EMD given by unsuccessful bidders shall be refunded normally within 15 days of acceptance of work by the successful bidder.
- c) EMD shall not carry any interest.
- d) **Modes of deposit**



The EMD may be accepted only in the following forms:

- i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

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

e) 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.

Benefits will be provided to Medium and Small Enterprises as per **Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012** issued by Government of India.

Note: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per annexure-III where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer

4 SECURITY DEPOSIT:

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.

a) 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) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) 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)

- iv) 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)

b) 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).

- c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- d) The Security Deposit shall not carry any interest.

5 TENDER EVALUATION:

- a) After the process of Techno-commercial Bid evaluation, Price Bid opening will be done for all technically qualified bidders.
- b) The valuation will be on the basis of delivered cost i.e. “total cost to BHEL”.
- c) Optional item, quoted if any, will not be considered in evaluation as well as during the tender execution.
- d) Vendor has to quote for all items in the Price Bid (Annexure – V). The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC (except GST).



6 ACCEPTANCE OF LOI/ORDER:

Letter of vendor's acceptance for the Letter of Intent (LOI)/Order from BHEL is to be submitted within one week of issue date of LOI/Order.

7 DELIVERY SCHEDULE

Vendor has to start the AMC within 1 week after the acceptance of order. Vendor has to post Resident Engineer from day one of the AMC.

8 SUPPORT:

- a) The vendor shall keep the sufficient spares / peripherals at BHEL Haridwar during entire AMC period to ensure immediate replacement to keep the equipment downtime at minimum.
- b) The vendor shall provide comprehensive maintenance support during entire AMC period by posting minimum Three qualified resident engineers at BHEL Haridwar without payment of extra charges.
- c) Resident engineers
 - i. One onsite resident engineer should have Advance level of CISCO certification like CCNP and the other two Resident Engineer should have basic level CISCO certification like CCNA. The Resident Engineers shall follow the BHEL normal office timings including holidays and mark their presence in BHEL attendance register. However, if required, services of resident engineers may also be availed during off-working hours.
 - ii. The Resident Engineers shall leave the station only after seeking written permission from BHEL and arranging for proper substitute.
 - iii. Shall have their own accommodation and other facilities like mobile phone, vehicle etc.
 - iv. The on-site resident engineers shall ensure network connectivity up to the desktop level.
- d) Comprehensive maintenance shall include Repair / Replacement of all faulty equipment including but not limited to all adapters, network connect cables, power supply cables etc.

9 DOWNTIME CALCULATION:

- a) The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. It includes replace/ repair of faulty equipment / part without any cost to BHEL. The downtime penalty will be deducted for uptime less than 98% on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due to malfunctioning of particular equipment.
- b) In cases where equipment part is faulty but services are unaffected because of redundancy in the equipment, Vendor shall ensure replacement of faulty part within 1 week. Failure to which a penalty equivalent to of 25% of the equipment AMC amount may be imposed during the duration when the equipment part is down (below the requirement of 98% uptime).
- c) Downtime shall be calculated on the basis of compliant registered to vendor through email and complaint system.

10 VALIDITY OF OFFER:

Offer shall be valid for four months from tender opening date.



11 PAYMENT TERMS:

Quarterly payment after completion of quarter after adjusting any penalties/deduction according to the tender condition.

12 MODE OF PAYMENT:

Payment will be made by way of Electronic Fund Transfer.

13 LIQUIDATED DAMAGES:

The vendor hereto agree that timely delivery of Annual Maintenance Support is the essence of the order/contract. If the vendor fails to start the maintenance contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

14 TERMINATION/EXTENSION OF THE CONTRACT:

- a) BHEL reserves the right to terminate the AMC contract either whole or in part before expiry of one year AMC. BHEL shall give one month's notice to vendor in this regard. No AMC charges shall be payable to vendor from the date of termination of AMC.
- b) The contract shall have equipment wise foreclosure option. In case AMC is partially terminated for some equipment / hardware, vendor shall continue to provide AMC for rest of the hardware / equipment according to terms & conditions of this contract. Payment for AMC of remaining covered hardware / equipment shall continue according to terms & conditions of this contract.
- c) The vendor will give at least one month notice prior to discontinuation of the maintenance service due to obsolescence / non-availability of the spare parts etc.
- d) AMC foreclosure of the item may be done by BHEL from the day of intimation by vendor, without prior notice.
- e) BHEL reserves the right to extend the contract for further period after successful completion of the contract period. The extension will be done on mutually agreed terms between vendor and BHEL.

15 SUBCONTRACTING:

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

16 CONFIDENTIALITY:

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the



Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

17 CLAIMS:

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

18 ARBITRATION:

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitration shall be Haridwar only.

19 JURISDICTION:

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

20 GOVERNING LAW:

This contract shall be governed in all respects by Indian law.

21 FORCE MAJEURE:

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

22 LIMITATION OF LIABILITY:

The vendor's liability will be limited to the scope / order value of this contract only.

23 INDEMNITY:

Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the 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 legality of the software. However the bidder 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 bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.



24 INFORMATION SECURITY REQUIREMENTS:

- a) BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- b) BHEL Information Security Policy is as follows:
“BHEL is committed to ensure Integrity, Confidentiality, Availability and Privacy of its information at all times for enhancing the continuity and efficiency of IT functions/services and serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements.”
- c) 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.
- d) The vendor / personnel deputed by vendor shall comply with following requirements:
 - i. Personnel deputed by vendor shall follow the ISMS system requirements.
 - ii. 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.
 - iii. Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
 - iv. When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
 - v. 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 DTX.
 - vi. He / she shall maintain and service only that equipment which comes under his /her scope of contract.
 - vii. Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
 - viii. Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
 - ix. Any information security incident and / or security breaches shall be immediately reported to BHEL.
 - x. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

Digital Transformation Centre, HEEP, BHEL, Haridwar

Tender No: HW/DTX/2/1454 Dated: 22/11/2017

Price Bid Sheet

Note:	1. All values are to be quoted in Indian Rupees (INR).
	2. AMC Price should be quoted for all items.
	3. Item details as per Annexure -II & Scope of Work are as per Annexure - IV
	4. The comparative statement will be made by adding total AMC charges for one year i.e. total of column e
	5. Comparative Sheet will take into account except GST to arrive at "Landed Cost to BHEL". Vendor should clearly mention all applicable taxes .

AMC Charges of Equipment for One Year

Sl. No.	Item	Quantity	UNIT AMC Charges for 1 year (Excluding GST) (Rs.)	Total AMC Charges for 1 year for the total Quantity (Excluding GST) (Rs.)
a	b	c	d	e=cxd
A	Active components			
A.1				
1	Cisco Catalyst 6509 Switch with modules	No.	2	
A.2				
1	Cisco Catalyst 4507 Switch with modules	No.	2	
2	Cisco Catalyst 4506 Switch with modules	No.	13	
3	Cisco Catalyst 3560 E/G	No.	4	
4	Cisco Catalyst 4948	No.	2	
5	Cisco Catalyst 2690G-48Port	No.	51	
6	Cisco Catalyst 2690G-24Port	No.	92	
7	48 Port 10/100/1000 Module on Cisco 6500 Series Switch	No.	2	
8	48 Port 10/100/1000 Module on Cisco 4500 Series Switch	No.	23	
9	10G SR Fiber Transceivers in Cisco 6500 Series Switch	No.	7	
10	10G LR Fiber Transceivers in Cisco 6500 Series Switch	No.	29	
11	1G SX Fiber Transceivers in Cisco 6500 Series Switch	No.	1	
12	1G LX Fiber Transceivers in Cisco 6500 Series Switch	No.	3	
13	1G UTP Transceivers in Cisco 6500 Series Switch	No.	8	
14	10G SR Fiber Transceivers in Cisco 4500 Series Switch	No.	5	
15	10G LR Fiber Transceivers in Cisco 4500 Series Switch	No.	25	
16	1G SX Fiber Transceivers in Cisco 4500 Series Switch	No.	54	
17	1G LX Fiber Transceivers in Cisco 4500 Series Switch	No.	9	
18	1G UTP Transceivers in Cisco 4500 Series Switch	No.	38	
19	10G SR Fiber Transceivers in Cisco 4900 Series Switch	No.	2	
20	10G LR Fiber Transceivers in Cisco 4900 Series Switch	No.	2	
21	1G SX Fiber Transceivers in Cisco 2900 Series Switch	No.	126	
22	1G LX Fiber Transceivers in Cisco 2900 Series Switch	No.	18	
23	Cisco LWAPP AIR-LAP1252AG-N-K9	No.	20	
24	Wireless LAN Controller 4404	No.	1	
25	DSLAM-Zyxel IES-1248	No.	1	
26	CPE	No.	30	
27	UPS 10 KVA-Eaton Make with SNMP card	No.	2	
28	UPS 6 KVA-Eaton Make with SNMP card	No.	15	
29	UPS 1 KVA-Eaton Make	No.	124	
30	42U Rack- Rittal make	No.	2	
31	24U Rack-Rittal Make	No.	16	
32	12U Rack- Rittal Make	No.	126	

Digital Transformation Centre, HEEP, BHEL, Haridwar

Tender No: HW/DTX/2/1454 Dated: 22/11/2017

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Digital Transformation Centre, HEEP, BHEL , Haridwar**Tender No: HW/DTX/2/1454 Dated: 22/11/2017****Price Bid Sheet**

B	Comprehensive Maintenance of Existing Passives				
33	Cat5E/Cat6 UTP Network nodes which include Face plate, Surface mount boxes, I/Os, Jack Panels, Patch Cords Cables are laid in PVC/MS Conduits in buildings and shop floor areas	Nos.	4210		
34	24 core SM SC-SC Armored Fiber segments which include dark fiber, LIUs, Fiber Patch Cords, Pigtails, Adapter plates etc Cables are laid in GI Pipes either underground or in buildings / shop floor areas	Nos.	2		
35	6 core SM/MM (SC-LC or SC-SC) Armored / Unarmored Fiber segments which include dark fiber, LIUs, Fiber Patch Cords, Pigtails, Adapter plates etc. Cables are laid in GI Pipes either underground or in buildings / shop floor areas	Nos.	146		
	Total				
Note:					
1	Mention applicable GST.				
2	Mention applicable GST code.				

Certificate by Chartered Accountant on letter head

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
....., is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant