



**BHARAT HEAVY ELECTRICALS LIMITED
Boiler Auxiliaries Plant,
RANIPET – 632 406.**

INFORMATICS CENTRE

BHEL:BAP:IC:9111

Dt: 26 March. 2013.

Dear Sir,

We request you to quote for establishing data connectivity points (Information Outlets – 100 Nos) along with their cabling and other accessories at BHEL, BAP, Ranipet as per the enclosed format. The quote is required for each item mentioned in the format. **The payment will be made as per the actual job done and the number of points.** The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value.

The last date for submission of quote is 1400 hrs. on 8 April 2013. The quotes will be opened on the same day at 1430 hrs. **The successful vendor will start executing the job within a week's time from the date of placement of LOI (Letter of Intent).** Should you have any clarifications, please contact the undersigned through email id sgayathri@bhelrpt.co.in. The bidder is free to visit the factory premises to understand the network implementation and the scope of work. An amount of Rs.10000/- will have to be paid as EMD (Earnest Money Deposit) either in cash at our Cash office or as DD in favour of BHEL, Ranipet payable at Ranipet.

The successful bidder should also pay a security deposit of 10% of the contract value after the placement of LOI of which atleast 50% should be made available as cash payment before commencement of the work and the balance will be recovered in the running bills.

EMD and SD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd). Necessary proof for the stated exemptions are to be submitted along with the quote.

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Kindly note that the quantity of I/O points specified is only indicative. The total quantity is inclusive of relocation of the existing points and new points. The requirements will be given in LOTs and the vendor is expected to complete in a time frame specified by BHEL. **The contract period is one year from the date of the Order or completion of 100 I/O points whichever is earlier.** The vendor is expected to give the price validity for one year from the date of LOI. The prices should be firm for a period of one year from the date of the LOI.

The quote should be only in the format attached along with this letter of enquiry. The format should be filled in all respects. BHEL reserves the right to reject any offer without assigning any reason. The other terms and conditions are enclosed in the annexure.

We request you to offer your best quote by signing the Annexure I and II and also the filled in excel format. The covers should be superscribed as **“Quote for the works contract of provision / relocation of Information outlet points”**.

Thanking you,

**Yours faithfully,
For and on behalf of BHEL,**

**(M. P. SIVA SUBRAMANI)
Sr. Manager/Informatics Centre**

Encl:a/a.

Annexure- I

Terms and conditions:

1. The rates quoted shall be firm during the tenure of the contract.
2. Only taxes and duties indicated in the price schedule is reimbursable. The vendor is to issue tax invoices as per law. Any statutory variation during the tenure will be reimbursable. As BHEL is entitled CENVAT on service taxes, The reimbursement of the same is subject to availment of CENVAT.
3. The rates quoted shall include PF & ESI remittance of the workers employed in this work. Therefore, the tenderer shall quote inclusive of PF & ESI. The contractor shall follow all statutory requirements like PF, ESI etc. All statutory formalities like minimum wages etc to be followed.
4. The contractor shall post a Supervisor for the entire contract period for the purpose of co-ordination and execution of the works contract.
5. Electrical power and water will be available at free of charges from the nearest tapping point of the working area. The contractor should make necessary arrangement for tapping the same at no extra cost to BHEL.
6. Safety precautions as per Norms of BHEL to be followed.
7. The contractor is expected to submit the test report comprising the length of cable in meters, dB value and other related information recorded in the testing instruments for each completed data connectivity points immediately after the testing of the cables to BHEL.
8. The work will be ordered on single party over all lowest (cost to the company) in the tender. No splitting is possible
9. The Successful bidder shall enter into a Works Contract agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format specified by BHEL.
10. BHEL reserves the right to reject any offer without assigning any reason.
11. The Successful bidder shall enter into a Contract agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format given in Annexure-III.
12. The Successful bidder has to sign the NDA (Non Disclosure Agreement) in format given in Annexure-IV.

Signature with date

Annexure-II

Price Bid Format:

PRICE-BID

Sl. No.	Detailed Work Schedule, Description of Materials and Work content	Unit	Qty.	Rate/unit	Value In Rs.	Appl. taxes	Tax Amt.Rs.	Total Amount Rs.
1	Charges for laying new points:							
	1. Supply, installation & termination of IO points with surface mounting box (Systemax) at user end and termination at jack panel	Nos.	100					
	2. Supply and laying of CAT-6 UTP cable (Systimax)	Nos.	5000					
	3. Supply and laying PVC channel or PVC pipe and flexible hose	Mtrs.	1250					
	Sub total							
2	1. Charges for removal of old CAT cables	Mtrs.	1000					
	2. Charges for removal of old PVC channels	Mtrs.	1000					
	3. Charges for laying removed cables to the new location	Mtrs.	700					
	4.Charges for removing old IO outlets	Nos.	50					
	5. Charges for termination of removed I/O outlets in new location.	Nos.	50					
	Sub total							
Gross Amt. (including Taxes and duties)								

Annexure-III

Agreement for 100 I/O points

This agreement made on this ----- day of ----- 2013 between M/s -----
-----, incorporated under Companies Act, 1956 and having its Registered office at -----
----- (hereinafter called the 'Company' which
expression shall, unless it be repugnant to the context or meaning thereof, mean and include its
successors and assignees) of the one part, and the BHARAT HEAVY ELECTRICALS LTD, Ranipet
– 632406, incorporated under the Companies Act, 1956 and having its Registered Office at BHEL
House, Siri Fort, New Delhi (hereinafter called the 'BHEL' which expression shall, unless repugnant
to the context or meaning thereof, mean and include its successors and assignees) of the other part.

Whereas 'Company' is in the business of network maintenance and whereas the 'BHEL' has placed
an order on Company for 100 I/O points as per the Contract (No: -----) and
'Company' has agreed to provide 100 I/O points to the 'BHEL' under the following terms and
conditions.

Now, therefore, the agreement witnesseth as follows:

CONTRACT REFERENCE:

1. **This Document shall be read along with the Contract '_____'. The Terms & Conditions of the Contract shall be fulfilled along with the clauses of this agreement.**

2. SCOPE of CONTRACT (in Brief):

'Company' will provide 100 I/O points at BHEL Ranipet in consideration of the Payment as per Terms and Conditions of the Contract.

3. DEFINITIONS:

The following expressions herein used shall, unless repugnant to the subject or context thereof, carry the meaning hereunder respectively assigned to them namely

'CONTRACT' means the Contract referred in the Clause 1.0.

4. Scope Of Work and Bill of Materials

- As per CONTRACT (LOI).

5. SECURITY DEPOSIT

- As per CONTRACT (LOI)

7. EXECUTION, PENALTY and TERMINATION

7.1 Execution: Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.

7.2 TERMINATION: BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

8. PAYMENT TERMS

- As per CONTRACT (LOI).

9. GOVERNING LAW

9.1 This contract shall be governed in all respects by India Law.

10. ASSIGNMENT

No part of this contract shall be assigned without the consent of BHEL.

11. CONFIDENTIALTY

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

11.2 Non-Disclosure clause will be applicable during the execution of contract.

12. EXEMPTIONS, CHANGES IN CONDITIONS

12.1 FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.

12.2 In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.

12.3 If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to

terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause.

13. ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration of the sole arbitrator appointed by the Unit Head, BHEL, Ranipet, TamilNadu. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under.

14. JURISDICTION & GOVERNING LAWS:

14.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore Dt.), Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

14.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorised signatories of both 'BHEL' and 'Company'.

15. ENTIRE CONTRACT:

a. **The Contract, No. _____ forms part of this Agreement along with the references mentioned therein.**

b. **This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.**

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at Ranipet through its Authorized Signatory - under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED & DELIVERED FOR & on behalf of the above named 'BHEL' by

Shri

its

at Ranipet this the day of , 2013

SIGNED & DELIVERED FOR & on behalf of the above named 'Company' by its Authorized Representative

at Ranipet this the day of , 2013

Annexure-IV

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

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

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature