



**SUBMISSION OF OFFER**

Dated: -

**From:**

M/S -----  
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**To**

**SDGM(IT)/Engineer (IT)  
Bharat Heavy Electricals Limited  
Power Sector- Project Engineering Management  
PPEI Building, HRDI & ESI Complex  
Plot No. 25. Sector-16A  
NOIDA - 201301**

**Subject: -Tender in response to your invitation for “Dressing of Switch racks and Server racks for PPEI building in BHEL-PEM, Noida””**

Dear Sir,

We hereby submit our techno commercial offer(two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Our offer shall remain valid for acceptance for a period of four months from due date .

Very truly yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----



## **TENDER DOCUMENT**

### **FOR**

**“Dressing of Switch racks and Server racks for PPEI building” in BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A, NOIDA (U.P.) – 201301.**

Tender Ref. No. : PE-LPE/86  
Dated :13-02-2013

Last Submission date of tender enquiry: - 14:00 hrs. on **05.03.2013**  
Due date for opening of bid on : - 15:00 hrs. on **05.03.2013**

### **Contact Persons :**

1. Mr.Rajiv Hajela, SDGM(IT)  
E-mail : [rhajela@bhelpem.co.in](mailto:rhajela@bhelpem.co.in) Tel.Phone : 0120-4368836
2. Mr.Dharmendra Kumar Engineer(IT)  
E-mail : [dharmendrkr@bhelpem.co.in](mailto:dharmendrkr@bhelpem.co.in) Tel.Phone : 0120-4368765
3. Mr. Ravi Kant,Engineer(IT)  
E-mail: [ravikant@bhelpem.co.in](mailto:ravikant@bhelpem.co.in) Tel.Phone: 0120-4368776

**Address:** Bharat Heavy Electricals Ltd.  
Project Engineering Management  
Information Technology Department  
PPEI Building, HRDI & ESI Complex  
Plot No. 25, Sector 16A  
NOIDA – 201 301 (INDIA)  
FAX Nos. : 4329026

**Last date of Submission: 05.03.2013,(2:00 PM)**



**Subject: -Tender in response to your invitation for “Dressing of Switch racks and Server racks for PPEI building in BHEL-PEM,Noida””**

Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject service. The terms & conditions of the tender are mentioned below:-

## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

### **2.0 TENDERER TO INFORM HIMSELF FULLY**

**2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.**

**2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.**



### **3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

**3.1** Tenders shall be accepted by the official inviting the tenders, in **two parts** as described below on or before the due date indicated in the Enquiry letter, by **2:00 PM**

#### **PRICE BID:**

#### **PART-I : TECHNO-COMMERCIAL BID (TO BE SUBMITTED IN DUPLICATE)**

Containing Technical offer, Commercial Terms & Conditions ,Technical Specification and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED' or 'Q'.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

#### **PART-II : PRICE BID**

Containing PRICES only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored 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).

### **3.2 MARKING ON ENVELOPE**

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and each envelope super-scribed with the following :

**PART-I** :  
1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION  
2. DUE DATE OF OPENING  
3. "**TECHNO-COMMERCIAL BID**".

**PART II** :  
1. TENDER ENQUIRY NO AND ITEM DESCRIPTION  
2. DUE DATE OF OPENING  
3. "**PRICE BID**".



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

### **3.3 BID SUBMISSION**

**3.3.1 The tenders shall be addressed to the official inviting Tender(s) by name and designation and sent at the following address :**

**Bharat Heavy Electricals Ltd.  
Project Engineering Management  
Information Technology Department  
PPEI Building, HRDI & ESI Complex  
Plot No. 25, Sector 16A  
NOIDA – 201 301 (INDIA)**

**Kind Attn.: 1.Mr.Rajiv Hajela, SDGM(IT) 4368836  
2.Mr.Dharmendra Kumar Engineer(IT) 4368765  
3.Mr.Ravi Kant,Engineer(IT) 4368776**

**FAX Nos. : 4329026**

**3.3.2 Tenders can also be delivered in person to the official inviting the Tenders.**

**3.3.3 Tenders submitted by post shall be sent by "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the Due Date and Time of opening are liable to be rejected.**

### **3.4 BID OPENING**

**3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter, in the presence of those tenderers who wish to attend.**

**3.4.2 Not more than two representatives will be permitted to be present for the tender opening.**

**4.0 Late tenders are liable to be rejected.**

**5.0 Incomplete offers are liable to be rejected.**

### **6.0 VALIDITY OF OFFER**

Offer shall be kept valid for four months from the due date, for Purchaser's acceptance.



- 7.0** No correspondence shall be entertained from the tenderers after the opening of Price bid(s).
- 8.0** Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.
- 9.0** Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

**10.0 LANGUAGE & CORRECTIONS**

- 10.1** The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 10.2** **All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.**
- 11.0** Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 12.0** Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.
- 13.0** Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 14.0** **The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:**
- a) to reject any or all the tenders.
  - b) to split up the work amongst two or more tenderers.
  - c) to award the work in part.

**15.0 DELIVERY/COMPLETION PERIOD**

**Counting of delivery/completion period shall start from the date of LOI/Order/contract communicating the acceptance of bidder's offer.**



## **16.0 SALES CONDITIONS**

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

## **17.0 TENDER EVALUATION**

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

### **17.1 PRICE DISCREPANCY**

(a). If, in the price structure quoted for the required goods, services, works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

17.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence), hence, Service tax shall be considered for bid evaluation.

## **18.0 BANNED FIRMS**

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website [www.bhel.com](http://www.bhel.com).



## COMMERCIAL TERMS & CONDITIONS

### 19.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

### 20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL websites ([www.bhel.com](http://www.bhel.com) & [www.bhelpem.com](http://www.bhelpem.com)) only. Bidders should regularly visit websites to keep themselves updated.



- 1.0 **GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING** : Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 **Payment Terms:**  
100% of the payment shall be released after satisfactory dressing of 6 nos. of switch racks and 9 nos. of server racks.
- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 10.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 **DELIVERY** The successful bidders shall complete the dressing of switch racks and server within 4 weeks from the date of placement of work order.
- 12.0 **VARIATION** : The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase



or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

**13.0 INDEMNITY:**

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

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

**14.0 CONFIDENTIALITY** : Seller/Contractor 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 finalised during the course of execution of the order/contract.

**15.0 INSURANCE** :All the supplied System/goods shall be got insured by the Seller/Contractor at his own risk and cost, for the transit and storage at site awaiting Installation/Acceptance, Claims etc. If any, will be dealt with by the seller/contractor directly with underwriters. The insurance shall be kept valid up to a period of 30 days from the date of acceptance of the system/goods. Though, the purchaser shall not require the Seller/Contractor to submit any proof in this regard, yet will not entertain any claims against any loss/damage to the system/goods at the site awaiting Installation/Acceptance.

**16.0 LIQUIDATED DAMAGES** : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed 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.



- 17.0 FORCE MAJEURE** : Seller/Contractor 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 Seller/Contractor 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.
- 18.0 RISK PURCHASE** : Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Seller/Contractor, either the whole or part of the Systems/goods, which the Seller/Contractor 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 Seller/Contractor would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase.
- 19.0 TERMINATION OF THE ORDER/CONTRACT**
- 19.1** The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.
- 19.2** 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 Seller/Contractor, at the risk and cost of the Seller/Contractor.
- 19.3** Purchaser reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the purchaser for any excess costs thereof.
- 19.4** Seller/Contractor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 20.0 PATENTS & TRADEMARKS** : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trade marks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.



- 21.0 SUB-CONTRACTING** : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.
- 22.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.**
- 23.0 JURISDICTION OF COURT** : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 24.0 SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 25.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 26.0 RECOVERY OF OUTSTANDING AMOUNT** : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
- 27.0 Security Deposit**  
The vendor shall have to submit a security deposit in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." payable at New Delhi or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.  
The rate of Security Deposit shall be as follows:  
1. Up to 10 lakhs:**10%** of the contract value(excluding the element of taxes and duties)  
2. Above 10 lakh: **1 lakh + 7.5 %** of the amount exceeding Rs.10 lakhs. (excluding the element of taxes and duties)  
;  
The security deposit shall not carry any interest.



**28.0 SETTLEMENT OF DISPUTES**

**28.1** 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 Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

**28.2** 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.

**28.3** However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**28.0 EXPERIENCE:**

**28.1** Bidders have to submit the experience certificate of completing the similar work during the last two years, ending on the last month in which enquiry is invited.



**TECHNICAL SPECIFICATIONS FOR DRESSING OF SWITCH RACKS AND SERVER RACK  
FOR PPEI BUILDING IN BHEL- PEM**

**1.0 Scope:**

The scope of the vendor includes

1. Dressing of Network cables of 6 nos. of switch racks and 9 nos. of server racks. Each switch rack has approx.50 undressed cables while each server rack has approx...50 undressed cables.
2. Cable identification and tagging: Tagging shall be done for approx. 250 non-tagged cables.
3. 6 nos. of cables to be laid from ground floor switch rack to first floor switch rack.

All slots in each switch racks are occupied either by switches, cable manager or jack panels. Each server rack has approximate 8 nos. of server. Each switch rack has approximate 9 nos. of switches. 12 feet Patch chords shall be provided by BHEL. However, if Patch chords of length more than 12 Feet is required; same shall be prepared by the vendor. UTP cable and RJ45 connectors shall be provided by BHEL. Faulty LAN ports on user seat or switch rack shall be repaired by the vendor. Approx. 100 nos. of ports are faulty at user end or at switch rack.

**2.0 EXPERIENCE**

Bidders have to submit the experience certificate of completing the similar work during the last two years, ending on the last month in which enquiry is invited.



**Check List**

S. N.	Required Document	If Submitted then Tick (√)
1	Experience certificates of last two years	
2	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
3	Copy of sale tax registration / service tax registration/PAN.	



**Details of Party**

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No./mobile no	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	



**No Deviation Certificate**  
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

**Or**

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.



**DECLARATION CERTIFICATE**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Experience certificates of last two years.
2. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
3. Copy of PAN/Service tax registration/sales tax registration card.



## PRICE FORMAT

Price Format for Dressing of Network cables for PPEI building ,BHEL-PEM,Noida							
S.No.	Work	Qty(No.)	Unit Price(Rs.)	Total Price(Rs.)	Service Tax(@12.36%)	Any other tax(specify)	Total charges(All inclusive)
1	Dressing of switch racks	6					
2	Dressing of server rack	9					
		<b>Total Charge in Words</b>					