



Bharat Heavy Electricals Limited
(A Govt. of India undertaking)
Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu.

INFORMATICS CENTRE

BAP:IC:9111 :DATED 29/04/2014 :: 100 Information Outlet points

The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/2004.

Only those vendors who are all the registered vendor for this work is allowed to participate in this tender. These registered vendors will get the hardcopy and the email notification on this Tender.

Interested Vendors may contact with their credentials to SM / IC, BHEL, BAP, Ranipet – 632 406, mpsiva@bhelrpt.co.in, 04172-284383 for due enlistment for future such tenders.

Sr. Manager/INFORMATICS CENTRE

TENDER SPECIFICATION FOR
100 Information Outlet points

1.0 The scope of work & Terms and conditions

1. Vendor has to provide 100 I/O points. 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.**
2. The contractor shall post a Supervisor for the entire contract period for the purpose of co-ordination and execution of the works contract.
3. 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.
4. Safety precautions as per Norms of BHEL to be followed.
5. 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.
6. The work will be ordered on single party over all lowest (cost to the company) in the tender. No splitting is possible
7. 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.
8. BHEL reserves the right to reject any offer without assigning any reason.
9. 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.
10. The Successful bidder has to sign the NDA (Non Disclosure Agreement) in format given in Annexure-II.

2.0 Price and Validity:

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- Price should be valid for a period of ninety days from the date of opening of the tender.
- Bidder should give the price bid in the format as per Annexure - I.

Signature of the Tenderer with seal
(Authorized Signatory)

3.0 EMD

An amount of Rs. 10,000.00(Rupees Ten Thousand Only) will have to be paid as EMD(Earnest Money Deposit) either cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India,

Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet".

Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per clause 11.0

4.0 Security Deposit :

a) Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below for the business value as mentioned:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be remitted before start of the Work.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) 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).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts 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.
- vii) Security Deposit shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.

- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour 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. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

5.0 Payment Terms :

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.

6.0 Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

Signature of the Tenderer with seal
(Authorized Signatory)

7.0 No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

8.0 Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure – II

9.0 Discrepancy in “words “ & “ Figures “

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.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

10.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

Signature of the Tenderer with seal

(Authorized Signatory)

11.0 MSE suppliers can avail the intended benefits only if they submit along with the 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 a CA certificate (as below) 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 last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid 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.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

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 for.....Micro/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

Signature of the Tenderer with seal
(Authorized Signatory)

12.0 Service Level Agreement:

Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – III.

13.0 Tender Opening Date and Time :

Last date for submission of Tender : 26-05-2014 **14:00 Hrs** and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : 26-05-2014 **14:30 Hrs** at Informatics Centre.

14.0 Instruction for submission of Offer :

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- The Technical bid translated in English if submitted in other official languages of Government of India shall contain
 1. EMD
 2. Copy of Service Tax registration Certificate, TIN, PAN.
 3. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.
- The price bid shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.
- Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as '100 Information Outlet points ' and bidder's Name, Stamp and Signature.
- Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as '100 Information Outlet points ' at BHEL-BAP, Ranipet' and bidder's Name, Stamp and Signature.
- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Mr. Shantanu Singh, Engineer/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu (State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.

Signature of the Tenderer with seal
(Authorized Signatory)

15.0 CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	Vendor has to provide 100 I/O points. 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.		
2.	The rates quoted shall be firm during the tenure of the contract. 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.		
3.	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.		
4.	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.		
5.	The Successful bidder has to sign the NDA (Non Disclosure Agreement) in format given in Annexure-II.		
6.	Vendor should comply all the clauses of Tender specification in total.		

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE I

PRICE BID FORMAT

Detailed Work Schedule, Description of Materials and Work content	Unit	Qty.	Rate/unit		Value In Rs.		Appl. Taxes in %		Tax Amt. Rs.		Total Amount Rs.
			Matl.	Instl.	Matl.	Instl.	Matl.	Instl.	Matl.	Instl.	
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											
Charges for relocation or removal											
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)											

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

Contract Ref:

Agreement for 100 Information Outlet points

This agreement made on this _____ day of _____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining network system(s) and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for 100 Information Outlet points for a period of one year as per contract ((<loi ref no and date>)) and 'Company' has agreed to provide 100 Information Outlet points to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract ((<loi ref no and date>)). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide 100 Information Outlet points at BHEL, Ranipet for a period of one year in consideration of the payment as per Terms and Conditions of the Contract.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

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.

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to time with the consent of the parties enlarge the time

for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

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

8.2 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'.

9. ENTIRE CONTRACT:

9.1 The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

9.2 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 _____ 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 AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2014

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	<u>BANK BRANCH CODE</u>	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S E-MAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I/We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and **duly signed by Authorised Signatory and certified by Banker.**