



Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu

DETAIL OF TENDER DOCUMENT

Nature of Work: AMC for Network Switches at BHEL Ranipet

1. INFORMATICS CENTRE, BHEL RANIPET, is in the process of finalizing contract for: “AMC for Network Switches at BHEL Ranipet”
2. The tender documents are detailed as follows

S.No.	Description	Annexure No.	Page No.
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The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as

“Quotation for Tender No. BHEL:BAP:IC:7522 DATED 29/08/2015” should reach us in a sealed cover on or before **19/09/2015 (14.00 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:-

**Engineer,
Informatics Centre
Engineering Building
BHEL, Ranipet**

Note: Submitting or Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

3. Technical bid and Price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the “bids” are liable to be rejected.

Prepared by	Reviewed by	Approved by
Shantanu Singh/Engr(IC)	M P Sivasubramani/DGM(IC)	B Venkateshwar/AGM(IC)

Annexure-A**NOTICE FOR INVITING TENDER**

1. Scope of Work	AMC for Network Switches at BHEL Ranipet
2. Tender Evaluation Criteria	As Per Annexure –E
3. Duration of the Contract	One year from the date of the award of the contract
4. Other specific requirements	As per Tender
5. Nature of Tender	Open Tender(Two Part)
6. Last date of receipt of the Tender	19/09/2015 14:00 hrs.
7. Date of opening of Techno Commercial Bid	19/09/2015 14:30 hrs.
8. Address for receipt/issue of tender	Engineer, Informatics Centre BHEL RANIPET – 632 406

9. EARNEST MONEY DEPOSIT (EMD):

An amount of Rs. 10,000/- (Rupees Ten Thousands Only) will have to be paid as EMD (Earnest Money Deposit) either as cash (as permissible under Income Tax Act) 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 No:07013) Ranipet**”. In case, DD 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.

EMD by the tenderer will be forfeited if,

- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- The tenderer does not commence the work within the period as per LOI/Contract or 15 days from after award of contract.

EMD shall not carry any interest.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per Annexure (I).

EMD may be waived off for Central/State PSUs/Government Depts/Autonomous/Educational/Research Institutions.

10. SECURITY DEPOSIT:

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

Up to 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

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 favor 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 favor 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 recoverable 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 amount 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 favor 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, what-so-ever 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 realized 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.

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

Vendors registered with NSIC will be exempted from depositing Security Deposit amount on submission of proper documents as per Annexure (I).

Security Deposit may be waived off for Central/State PSUs/Government Deptts

Annexure-B**WORK SPECIFICATION & CONTRACTOR OBLIGATIONS****Technical Specifications -Scope of work:**

11.0 Vendor has to provide AMC for the list of switches for a period of one year. Switches covered in the scope are shown below

Sl.No	Component Name	Quantity	Serial Nos.
1	CISCO 3548	10	FAA0447H15K, CAT0911Z1LJ, FAB0535M1Z6, FAA0450G0B5, FAB0533M2ZK, CAT1032RKCV, FAA0517F080, FAA0428H0MH, FAB0521V0E7, FAB0521M0K5
2	CISCO 4006	02	JAB053005HA, JAE06430106
3	CISCO 6006	01	TBA04510972

12.0 Maintenance SLA:

Service Window	24*7
Telephonic Support	24*7
Response Time	30 Minutes Same Day
Remote / Onsite On Call	30 Minutes Same Day
Resolution	Best Effort Basis
Spare Turn Around Time (from approved RMA)	Best effort service for 6006 and 4006 series switches and remaining model will be 48 hrs

Note: Spare Turnaround time in case of best effort basis for cisco 6006 and 4006 series switches should not be more than 24 hrs.

QUALIFYING REQUIREMENTS**13.0 Eligibility Criteria for Bidders**

- a) The bidder should be a company/firm .
- b) The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect in the format given in Annexure (VII).

c) AVERAGE FINANCIAL TURNOVER:

The Average annual financial turnover of the bidder during the last 3 years ending 31st March of the previous year should be at least Rs.97 Thousands. Supporting documents in form of Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant has to be submitted by the bidder.

- d) **EXPERIENCE** of having successfully completed similar works during last 7 years ending 31st July 2015 should be either of the following:-

Must have executed at least 3 (three) similar works in the last 7 years for minimum Rs 1.3 lakhs in each order.

(Or)

Must have executed at least 2 (two) similar works in the last 7 years for minimum Rs 1.6 lakhs in each order

(Or)

Must have executed at least one similar works in the last 7 years for minimum Rs 2.6 lakhs in each order

Note: Similar work means Maintenance of Network Components like Switches etc.

- e) Documentary evidences in form of copy of completion certificates from the customer justifying the above mentioned conditions should be submitted along with the Technical Bid.
- f) Bidder should not be under hold or delist or banned by any of BHEL unit as on bid opening date for AMC for Network Switches at BHEL Ranipet. Bidder should give declaration to this effect in the format given in Annexure (VI)
- g) The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria mentioned above.

Annexure-D**INSTRUCTION TO BIDDERS**

- I. There can be only one bid from each Bidder.
 - II. Bidder shall quote for full scope of the Tender .The contract will be awarded to one vendor for full scope of the tender and will not be split.
 - III. The bidder should fulfil 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 Bidder.
 - IV. BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
 - V. The Bidder along with its associate/collaborators/sub vendors/sub-contractors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- VI. **PROCEDURE FOR SUBMISSION OF BIDS**
- a. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
 - b. The Techno-Commercial bid and the Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
 - c. Offer shall be made in two parts in separate envelopes, as specified below.

Part-I: Techno-Commercial Bid

This part shall consist of the following documents in a separate envelope:

- a. Earnest Money Deposit (EMD): EMD of Rs. 10,000/- shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ranipet, Payable at Ranipet. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
- b. All pages of the tender document should be signed.
- c. Un-priced Price Bid format duly signed with the tax break up details. Un- Priced Price Bid shall not contain any Price Information.
- d. All the supporting documents satisfying the Eligibility Criteria/Qualifying Criteria as specified in Annexure C. Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.
- e. Copy of Service Tax registration Certificate, TIN No. and PAN No.
- f. The offer shall not contain any counter Conditions / Terms by the bidder.

Part-II: Price Bid

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

VII. MARKING ON THE ENVELOPE

The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

PART-I: 1. "PART-I: TECHNO-COMMERCIAL BID"

2. Tender Reference and Description of the Tender

3. Due Date for Opening of the Tender

PART-II: 1. "PART-II: PRICE BID"**2. Tender Reference and Description of the Tender**

The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:

1. Tender Notice / Tender Reference and Description of the Tender**2. Due Date for Opening of the Tender****3. Bidder's Address and SEAL**

Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.

VIII. BID OPENING

- a. PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- b. For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- c. Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.
- d. Unsolicited bids shall not be entertained at any stage of the tendering process.
- e. No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- f. BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

IX. Tenders received through email/fax will not be considered.

X. The rate quoted will be valid for the period of contract.

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

- a. The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
- b. Price Bids will be opened only for Techno-Commercially accepted bidders.
- c. The contractor shall be awarded the work on overall L-1 basis for full scope of the Tender.

GENERAL TERMS & CONDITIONS OF TENDER

14.0 Amendment of bidding documents

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

15.0 Late Bids

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

16.0 BHEL's Right to accept or Reject any or all Bids

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

17.0 Price and Validity:

- a. 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.
- b. Price should be valid for a period of ninety days (90 days) from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure IX.

18.0 Applicability of Taxes: VAT on AMC spares value and Service Tax on AMC service value shall be quoted by the bidder. The service tax and VAT will be reimbursed based on documentary evidence.

19.0 Contract Period: One year from the date of Acceptance of LOI. However this contract can be short closed after six months with one month notice period, if required by BHEL. BHEL will make payment only for the period AMC service utilized. On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination

20.0 Downtime Penalty: Downtime will be calculated on monthly basis. The deduction for downtime will be as per the calculation given below:

Downtime in days = A

Monthly AMC value in rupees = B

Deduction Factor = D = 2

Amount to be Deducted in Rupees = M = (A-2) * (B/30) * D

21.0 PAYMENT TERMS

The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre

22.0 SERVICE LEVEL AGREEMENT (SLA):

Service Window	24*7
Telephonic Support	24*7
Response Time	30 Minutes Same Day
Remote / Onsite On Call	30 Minutes Same Day
Resolution	Best Effort Basis
Spare Turn Around Time (from approved RMA)	Best effort service for 6006 and 4006 series switches and remaining model will be 48 hrs from call logged time

Note: Spare Turnaround time in case of best effort basis for cisco 6006 and 4006 series switches should not be more than 24 hrs.

23.0 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.

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

24.0 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.

The documentary evidence should comprise the following documents:

- a) Copy of service tax Registration certificate.
- b) Copies of challans for deposit of service tax.
- c) A certificate from the vendor that the tax collected from BHEL has been remitted to tax authorities and the certificate should be signed by the authorized official of the contractor mentioning name and designation.

25.0 Non-Disclosure Agreement :

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

26.0 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.

27.0 Contract Agreement:

Successful bidder shall sign the Contract Agreement signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure VIII.

28.0 Settlement of Dispute/Jurisdiction/Arbitration etc:

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

29.0 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 times 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.

30.0 JURISDICTION & GOVERNING LAWS:

26.1 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.

26.2 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'.

MSME CERTIFICATION**Annexure I**

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

Un-Priced Bid Format

SI No (A)	Product Name (B)	Qty (C)	AMC Value Per Month (in Rs) (D)	AMC Service Value Per Month(in Rs) (E)	AMC Spares Value Per Month(in Rs) (F)	AMC Duration- One Year Amount for One Year(in Rs) (G = D*12)	Service Tax		VAT		Total for One Year (Inclusive of Taxes) in Rs. L=G+I+K
							In % (H)	Amount in Rs (I=E*H*12)	In % (J)	Amount in Rs (K=F*J*12)	
1	CISCO 3548	10	Quoted	Quoted	Quoted	Quoted		Quoted		Quoted	Quoted
2	CISCO 4006	2	Quoted	Quoted	Quoted	Quoted		Quoted		Quoted	Quoted
3	CISCO 6006	1	Quoted	Quoted	Quoted	Quoted		Quoted		Quoted	Quoted
Grand Total :											

Note: Bidder has to clearly specify the Tax in % (Service Tax in % and VAT in % separately) in the respective column of the above given format and submit this filled page also while submitting for the Technical Bid.

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:

Annexure IV**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR										
		PAN No									
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)	BANK BRANCH CODE										
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: _____

(Manager / Officer's

DATE:

(Signature Under Bank stamp)

Authorization no:

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

ANNUAL TURNOVER OF BIDDER

Sl.No.	Financial Year	Turnover (In Rs. Crores)
1		
2		
3		

Note: During the last 3 years ending 31st March of the previous year

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

CONFIRMATION ON NOT HOLD/DELISTED/BANNED

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for AMC for Network Switches at BHEL Ranipet

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

CONFIRMATION OF NOT BANKRUPTED

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for AMC for Network Switches at BHEL Ranipet..

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

Contract Ref:

Agreement for AMC for Network Switches at BHEL Ranipet

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 Switches and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for AMC for Network Switches at BHEL Ranipet for a period of One year as per contract (<loi ref no and date>) and 'Company' has agreed to provide AMC for Network Switches at BHEL Ranipet under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

31.0 CONTRACT REFERENCE:

31.1) 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.

32.0 SCOPE OF CONTRACT (in brief):

Company will provide AMC for Network Switches at BHEL Ranipet for a period of one year in consideration of the payment as per Terms and Conditions of the Contract.

33.0 DEFINITIONS:

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

34.0 PAYMENT TERMS:

The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre

35.0 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.

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

36.0 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'.

37.0 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.

38.0 JURISDICTION & GOVERNING LAWS:

38.1)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.

38.2)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'.

39.0 ENTIRE CONTRACT:

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

39.2)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 2015

Annexure IX**Price Bid**

Sl No (A)	Product Name (B)	Qty (C)	AMC Value Per Month (in Rs) (D)	AMC Service Value Per Month(in Rs) (E)	AMC Spares Value Per Month(in Rs) (F)	AMC Duration- One Year Amount for One Year(in Rs) (G = D*12)	Service Tax		VAT		Total for One Year (Inclusive of Taxes) in Rs. L=G+I+K
							In % (H)	Amount in Rs (I=E*H*12)	In % (J)	Amount in Rs (K=F*J*12)	
1	CISCO 3548	10									
2	CISCO 4006	2									
3	CISCO 6006	1									
Grand Total :											