

INFORMATICS CENTRE

Tender Notice No:- BAP:IC:9111 :DATED 24/11/2014 :: Annual Rate Contract for 300 I/O Points at BHEL Ranipet

Technical Specification

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TENDER SPECIFICATION FOR
300 Information Outlet points

1.0 General

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance.

BHEL's Ranipet Complex is one of the leading boiler auxiliaries manufacturers in the world and India's largest engineering and manufacturing enterprises providing total boiler solutions for utility, industrial, captive power and heat recovery applications.

BHEL Ranipet LAN has evolved over the years. In the process of expansion many locations were added, old locations revamped etc. In accordance to our changing requirements and to provide end user access to our Network, we are in the process of executing this Tender.

2.0 ELIGIBILITY CRITERIA

Eligibility criteria for Bidders

- a. The bidder should be a well-established organization..
- b. The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect.
- c. The Average annual financial turnover of the bidder during the last 3 years ending 31st March of the previous year should be at least 1.6 lakhs. 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. The bidder having successfully completed similar works during the last 7 years ending 31st October,2014 should be either of the following:
 - i) Three similar completed works costing not less than amount equal to 2.15 Lakhs
 - OR
 - ii) Two similar completed works costing not less than amount equal to 2.7 Lakhs
 - OR
 - iii) One similar completed work costing not less than amount equal to 4.3 Lakhs

Here similar works means

- a) Supply, laying of UTP Cable, testing and commissioning of I/O Points.

Note:-Bidder has to submit the copy of completion certificates from the customer justifying the above mentioned conditions.

- e. The bidder should not be under Hold or Blacklist by any of BHEL units as on bid opening date, for any of product or service related to Network. The bidder should give a declaration on this in the BHEL Format (Annexure VII).

Signature of the Tenderer with seal
(Authorized Signatory)

- f. 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.

3.0 The scope of work & Terms and conditions

The bidder has to undertake the total scope of this project. **The tender will be evaluated on total scope (over all L1) basis only.** In no case, this project can be split among different bidders. It includes:-

- This being rate contract, 300 I/O points is a projected figure based on past consumption. The actual points may be higher or lower. The requirements will be given in LOTS on need basis and the vendor is expected to complete in a time frame specified by BHEL. The contract period is two year from the date of Acceptance of Order.
- The contractor shall post a Supervisor for the entire contract period for the purpose of co-ordination and execution of the works contract.
- 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.
- Safety precautions as per Norms of BHEL & relevant Laws and Acts to be followed.
- The contractor is expected to submit the test report comprising the length of cable laid in meters and test results indicating proper functioning of the I/O Points immediately after the commissioning of the I/O points to BHEL.
- BHEL reserves the right to reject any offer without assigning any reason.

Signature of the Tenderer with seal
(Authorized Signatory)

4.0 Bill of Materials

| Detailed Work Schedule, Description of Materials and Work content | Unit | Qty. |
|---|-------|-------|
| Category A - Laying of New Points | | |
| 1. Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch | Nos. | 300 |
| 2. Supply and laying of CAT 6 UTP cable | Mtrs. | 12000 |
| 3. Supply and laying PVC channel or PVC pipe and flexible hose | Mtrs. | 2000 |
| Category B -Removal of Old Points | | |
| 1. Charges for removal of old CAT cables | Mtrs. | 2500 |
| 2. Charges for removal of old PVC channels | Mtrs. | 1500 |
| 3.Charges for removing old IO outlets | Nos. | 150 |
| | | |

1. Sl.No.1 to 3 in Category A and Category B - Quantities are indicative figures only. Payments will be made based on actuals.
2. The Bidder has to offer Top Category of the products manufactured by OEM in India.

5.0 Materials Specifications

I/O Points

| | | |
|---|------|---|
| 1 | Make | Molex / Panduit / Schneider / CommScope/ TE |
| 2 | Type | Two port FACEPLATE for RJ-45 |

UTP Cable

| | | |
|---|----------|--|
| 1 | Make | Molex / Panduit / Schneider / CommScope / TE |
| 2 | Category | CAT 6 or above |

Signature of the Tenderer with seal
(Authorized Signatory)

6.0 Un-Priced Bid

| 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. | |
| Category A Charges for laying new points | | | | | | | | | | | |
| 1. Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch | Nos. | 300 | | | | | | | | | |
| 2. Supply and laying of CAT-6 UTP cable | Mtrs. | 12000 | | | | | | | | | |
| 3. Supply and laying PVC channel or PVC pipe and flexible hose | Mtrs. | 2000 | | | | | | | | | |
| Subtotal(A) | | | | | | | | | | | |
| Category B Charges for removal | | | | | | | | | | | |
| 1. Charges for removal of old CAT cables | Mtrs. | 2500 | | | | | | | | | |
| 2. Charges for removal of old PVC channels | Mtrs. | 1500 | | | | | | | | | |
| 3. Charges for removing old IO outlets | Nos. | 150 | | | | | | | | | |
| Subtotal(B) | | | | | | | | | | | |
| Gross Total Amount (including Taxes and duties) (A+B) | | | | | | | | | | | |

1. Sl.No.1 to 3 in Category A and Category B - Quantities are indicative figures only. Payments will be made based on actuals.

Note: Bidder has to clearly specify the Tax in % in the format given and fill the remaining blanks in all the columns as 'Quoted' and submit this filled page also while submitting for the Technical Bid. In Un-Priced Bid, Please do not fill any prices

7. GENERAL TERMS AND CONDITIONS

1. BIDDER TO INFORM HIMSELF FULLY:

- 1.1. The bidder shall closely peruse all the clauses, specifications, drawings etc., specified in the tender documents, and the offer made should be in accordance with these documents. If bidder requires any clarification and additional information on any of the tender documents/conditions, the bidder shall contact the BHEL Official inviting bids at the earliest.
- 1.2. Bidders are advised to study all the tender documents carefully and submit their offer and the Bidder obliged to honor the offer without any modifications. Any offer not meeting the scope/specifications, terms, conditions, and any other clause specified in the tender documents shall be liable to be rejected.
- 1.3. No Counter Conditions will be accepted and bids with counter conditions will be summarily rejected. Any deviations shall be indicated under relevant clauses only.

2. PROCEDURE FOR SUBMISSION OF BIDS

- 2.1. Earnest Money Deposit (EMD): EMD of Rs 20,000/- 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).
- 2.2. 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.
- 2.1. 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.
- 2.2. 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. Demand Draft for Rs 20,000/ towards EMD (Earnest Money Deposit).
- 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 as specified in clause 2. 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. Supporting Documents from OEM justifying that the product offered is top category product manufactured by OEM in India.
- g. 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.

Signature of the Tenderer with seal
(Authorized Signatory)

3. MARKING ON THE ENVELOPE

3.1 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.

4. BID SUBMISSION

4.1 Bids shall be sent to the following address:

Engineer, Informatics Center,
Engineering Building,
BHEL, RANIPET,
TAMILNADU – 632406.

Bids can also be submitted in person in Informatics center on or before the tender due date.

Late / delayed Bids will be rejected.

5. BID OPENING

- 5.1 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.
- 5.2 For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- 5.3 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.
- 5.4 Unsolicited bids shall not be entertained at any stage of the tendering process.
- 5.5 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.
- 5.6 BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

Signature of the Tenderer with seal
(Authorized Signatory)

6 PRICE AND VALIDITY

6.1 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.

6.2 Price should be valid for a period of ninety days from the date of opening of the tender.

6.3 Bidder should give the price bid in the format as per Annexure – III.

7. TENDER EVALUATION

7.1 The offers will be evaluated based on Total Value for all the Items.

7.2 No weightage or preference will be given for higher/additional warranty/configuration/rating, than what is required as per tender specifications.

8. EMD

An amount of Rs. 20,000.00(Rupees Twenty 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".

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per clause 27.

8.1 EMD by the Tenderer will be forfeited if:

- a. After opening the tender, the bidder revokes the tender within the validity period or increases his earlier quoted rates.
- b. The successful bidder does not commence the work as per the terms of Contract.

8.2 EMD shall be refunded to unsuccessful bidders, **normally within fifteen days of acceptance** of award of work by the successful bidder.

8.3 EMD of successful bidder will be converted to Security Deposit. If Security Deposit is not applicable or provided in other form/mode, EMD will be refunded after commencement of work.

8.4 EMD shall not carry any interest.

9. SERVICE TAX

9.1 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.

9.2 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.

9.3 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)

10. 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 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.

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(Authorized Signatory)

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.

11. EXECUTION, PENALTY and TERMINATION

- a. **Execution:** Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
- b. **Penalty:** Applicable rate 0.5% and ceiling value 10.00 %. If the vendor fails to deliver the materials and commission the contracts within the period specified in the contract due to reasons not attributable to BHEL RANIPET, BHEL RANIPET shall deduct the penalty amount equivalent to 0.5% of the total price for each week of delay and upto maximum of 10 % of the total price of the delayed contract.
- c. **TERMINATION:** BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

12. PAYMENT TERMS

The payment will be made at the end of every month based on the actual job done and the number of points as certified by the concerned Engineer in Charge from Informatics Centre. The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value.

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

14. CONFIDENTIALTY

14.1 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.

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

15. 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

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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.

16. 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.

17. LANGUAGE AND CORRECTIONS

The offer shall be in English only and international numerals shall be used.

18. 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 – V.

19. GOVERNING LAW

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

20. ASSIGNMENT

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

21. EXEMPTIONS, CHANGES IN CONDITIONS

1.1 FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under or 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.

1.2 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.

1.3 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.

22. 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.

Signature of the Tenderer with seal
(Authorized Signatory)

23. ALTERATIONS, REJECTION OF BID AND OTHER CONDITIONS

- 23.1. Any clarification pertaining to this tender can be obtained from Engineer/IC, BHEL, Ranipet, TamilNadu on all working days of BHEL between 14:00 Hrs to 16:00 Hrs. Bidders are requested to seek appointment on telephone 04172-284383 or by email sksingh@bhelrpt.co.in
 - 23.2. BHEL reserves the right to cancel the tender without assigning any reason.
 - 23.3. BHEL reserves the right to reject the technical offer at any stage of the tender with proper reasons.
 - 23.4. Bidders are requested to provide complete data / information as required by the tender documents. Any format not properly filled, partially filled or not filled or documents not provided will make the bid liable for rejection.
 - 23.5. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.
 - 23.6. Resubmission / cancellation of offers, as desired by bidder, may be done before Tender due Date &
 - 23.7. Time. The covers containing modified bids shall be clearly marked as 'Revised Bid'.
 - 23.8. If the bidder deliberately gives wrong information, BHEL reserves the right to reject such a bid at any stage or to cancel the Order/Contract.
 - 23.9. Equipment offered must have certifications as per the tender requirement and/or as applicable by relevant standard. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
 - 23.10. BHEL is entitled to ask for any equipment for evaluation. Bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within ONE week of receiving such notice and demonstrate the equipment capability. Upon completion of such evaluation BHEL shall return the equipment to the bidder.
24. Bidder shall satisfy statutory requirements / registrations applicable for the execution of Works Contract - PAN, VAT, GST / CST / ST, ESI / PF, etc. Copies of the certificates shall be submitted with tender documents.
 25. Bidder shall fulfill all statutory and safety requirements for personnel engaged in the contract execution. Due to noncompliance of the applicable statutory provisions, if BHEL has to incur any expenditure in this regard the same will be compensated by the Bidder.

26. Tender Opening Date and Time :

Last date for submission of Tender : 22-12-2014 14:00 Hrs and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : 22-12-2014 14:30 Hrs at Informatics Centre.

Signature of the Tenderer with seal

(Authorized Signatory)

27. 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.

- Valid NSIC certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- EM II certificate alongwith 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:

- 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
- 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)

Annexure II

CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

| S. No | Description | Accepted (Yes/No) | Remarks |
|-------|--|-------------------|---------|
| 1. | This being rate contract, 300 I/O points is a projected figure based on past consumption. The actual points may be higher or lower. The requirements will be given in LOTs on need basis and the vendor is expected to complete in a time frame specified by BHEL. The contract period is two year from the date of Acceptance of Order. | | |
| 2. | The rates quoted shall be firm during the tenure of the contract. The payment will be made at the end of every month based on the actual job done and the number of points as certified by the concerned Engineer In-Charge from IC Department. 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-V. | | |
| 5. | The Successful bidder has to sign the NDA (Non Disclosure Agreement) in format given in Annexure-IV. | | |
| 6. | Vendor has to 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 III

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. | |
| Category A | | | Charges for laying new points | | | | | | | | |
| 1. Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch | Nos. | 300 | | | | | | | | | |
| 2. Supply and laying of CAT-6 UTP cable | Mtrs. | 12000 | | | | | | | | | |
| 3. Supply and laying PVC channel or PVC pipe and flexible hose | Mtrs. | 2000 | | | | | | | | | |
| Subtotal(A) | | | | | | | | | | | |
| Category B | | | Charges for removal | | | | | | | | |
| 1. Charges for removal of old CAT cables | Mtrs. | 2500 | | | | | | | | | |
| 2. Charges for removal of old PVC channels | Mtrs. | 1500 | | | | | | | | | |
| 3. Charges for removing old IO outlets | Nos. | 150 | | | | | | | | | |
| Subtotal(B) | | | | | | | | | | | |
| Gross Total Amt. (including Taxes and duties) (A+B) | | | | | | | | | | | |

1. Sl.No.1 to 3 in Category A and Category B - Quantities are indicative figures only. Payments will be made based on actuals.

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 Annual Rate Contract for 300 I/O 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 network cabling works and whereas the 'BHEL' has placed a Rate Contract Order (<loi ref no and date>) on Company for 300 Information Outlet points for a period of Two years as per contract (<loi ref no and date>) and 'Company' has agreed to provide 300 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 300 Information Outlet points at BHEL, Ranipet for a period of two years in consideration of the payment as per Terms and Conditions of the Contract. This being rate contract, 300 I/O points is a projected figure based on past consumption. The actual points may be higher or lower. The requirements will be given in LOTs on need basis and the vendor is expected to complete in a time frame specified by BHEL.

3. DEFINITIONS:

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

4. EXECUTION, PENALTY and TERMINATION

- a. **Execution:** Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
- b. **Penalty:** Applicable rate 0.5% and ceiling value 10.00 %. If the vendor fails to deliver the materials and commission the contracts within the period specified in the contract due to reasons not attributable to BHEL RANIPET, BHEL RANIPET shall deduct the penalty amount equivalent to 0.5% of the total price for each week of delay and upto maximum of 10 % of the total price of the delayed contract.
- c. **TERMINATION:** BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

5. PAYMENT TERMS

The payment will be made at the end of every month based on 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 rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value

6. CONFIDENTIALTY

6.1 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.

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

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 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.

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.

8.1 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

ANNEXURE VI

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 01 | NAME & ADDRESS OF THE SUPPLIER / VENDOR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02 | VENDOR CODE (as in WORK ORDER) | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 03 | Details of Bank Account: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A) | NAME & ADDRESS OF THE BANK (WITH PIN CODE) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B) | BANK TELEPHONE NUMBER (WITH STD CODE) | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| C) | <u>BANK BRANCH CODE</u> | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| D) | MICR CODE | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| E) | ACCOUNT NUMBER | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| F) | TYPE OF ACCOUNT | CURRENT A/C / OD / CASH CREDIT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G) | VENDOR NAME AS PER BANK RECORDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| H) | BANK BRANCH RTGS IFSC CODE | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| I) | BANK BRANCH NEFT IFSC CODE | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| J) | VENDOR'S E-MAIL ID (give two ids) | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 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.**

**CONFIRMATION OF NOT BLACK LISTED
(As per Qualification Criteria)**

With reference to the above tender we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for Annual Rate Contract for 300 I/O Points

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date: