



Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu.

Purchase Department

BAP:IC:10GNETWORK:Amend-3

Dt:13.09.2011

Subject	Tender Change Notice (TCN) - 03
Job	Design, Supply, Installation, Commissioning and Maintenance of Network Actives and Passives and Data Centre equipment for Campus Wide 10 Gigabit Network at BHEL, Ranipet on 5 Years Lease Rental Basis
Ref:	1. Tender Notice : BAP:IC:10GNETWORK dt. 13.07.2011 2. BHEL's NIT_10206 dt. 13.07.2011

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting the offer.

S.No	Tender Reference	Earlier Tender description	Revised description
1	Annexure-VI	Price Bid Format	Price Bid Format is changed
2	Annexure-II Page No.1, Clause 2.4	Loading factor for non-acceptance of BHEL Payment Terms: Offer with deviations to BHEL Payment Terms will be loaded at the Base Rate of SBI + 2% for the period of relaxation sought by bidder for deviated amount for the purpose of evaluating the lowest bidder. Offers with advance payment or payment less than 30 days of submission of verified invoices will be rejected. In no case BHEL shall accept liability towards any	Loading factor for non-acceptance of BHEL Payment Terms: Offer with deviations to BHEL Payment Terms will be loaded at the BPLR Rate of SBI + 2% for the period of relaxation sought by bidder for deviated amount for the purpose of evaluating the lowest bidder. Offers with advance payment or any other payment method like payment through an letter of credit, hundi payment or direct payment less than 30 days of submission of verified invoices will be rejected. In no case BHEL shall accept liability

		interest payments.	towards any interest payments.
3	Annexure-II Page No.1, Clause 2.6	Lease charges are inclusive of regular hardware maintenance support, all taxes and duties	Lease charges are all inclusive of regular hardware, maintenance, support, interest, etc. Taxes and duties by central government and state government shall be quoted extra. Quarterly lease charges indicated in the price bid format (Annexure-VI) for all the items shall remain firm and fixed without any variation during the contract/lease period of 5 years except for statutory variation in taxes and duties levied by government payable by the contractor for which rate, basis of charge and break-up value of the tax/duty are indicated in price schedule. All necessary documentary evidence shall be submitted by the contractor in support of their claim. For admitting such claims where supporting documentary evidences are not furnished, such variation would not be admissible.
4	Annexure-IV Page No.19, Clause 8.1	The Lease Rental is inclusive of the following during the lease period and shall remain FIRM without any variation till completion of the lease contract: Freight, handling and packing charges, transit insurance, installation. On-site comprehensive	The Lease Rental is inclusive of the following during the lease period and shall remain FIRM without any variation till completion of the lease contract: Freight, handling and packing charges, transit insurance, installation. On-site comprehensive

		<p>maintenance</p> <p>On-site comprehensive Insurance covering total scope of supply and man power.</p> <p>Spares & Software/Firmware Updates</p> <p>All taxes & Duties</p>	<p>maintenance</p> <p>On-site comprehensive Insurance covering total scope of supply and man power.</p> <p>Spares & Software/Firmware Updates</p>
5	Annexure-IV Page No.19, Clause 8.2	<p>Comprehensive maintenance shall include the following:</p> <p>Replacement of faulty equipment</p> <p>Installation charges</p> <p>Site inspection charges</p> <p>Cost of Maintenance Engineers</p> <p>Lease tax/right to use tax / any other statutory levies including service tax.</p>	<p>Comprehensive maintenance shall include the following:</p> <p>Replacement of faulty equipment</p> <p>Installation charges</p> <p>Site inspection charges</p> <p>Cost of Maintenance Engineers</p>
6		Taxes/duties extra	Wherever taxes/duties are indicated as inclusive in the tender document, it shall be read as taxes/duties are extra.
7		<p>Tender submission date:</p> <p>14-09-2011</p>	<p>Tender submission date is extended to:</p> <p>21-09-2011</p>

8		Deviations	No deviations are allowed. Offers with any deviations in the tender specification will be rejected. However, the decision on this fully rests with BHEL. Acceptance/rejection of offers is at the sole discretion of BHEL. BHEL may proceed further with finalization of acceptance/rejection of the tender received without assigning any reasons thereof.
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The revised pages (Annexure–II Page No.1 Annexure-IV Page No.19, Annexure-VI) are attached here.

All other terms and conditions of the tender shall remain unchanged.

Tenderer shall sign and stamp this page and submit it along with the Technical offer as a token of acceptance of the above clause.

For clarifications, if any, contact

Deputy General Manager / Purchase - Utility
Phone: + 91 - 4172 – 284338
Phone: + 91 - 4172 – 241055
E-mail:nt@bhelrpt.co.in or
rraja@bhelrpt.co.in

SCOPE, TERMS & CONDITIONS

1 General

- 1.1 The term vendor shall apply to successful tenderer. The vendor is the lessor and BHEL, Ranipet (A Govt. of India Undertaking) is the lessee.
- 1.2 The vendor shall supply, install, commission and maintain on a turn-key basis, the equipment, detailed in the lease orders hereinafter referred as "Lease Orders" placed by BHEL on the vendor from time to time which will fulfill the functional requirements as defined in scope of supply.

2 Lease / Prices

- 2.1 The lease period shall be 5 years after the successful commissioning and acceptance of the complete system.
- 2.2 Lease payment will be paid on quarterly basis, at the end of each quarter. Deduction of downtime if any shall be made from quarterly lease rental value. Refer Clause 9 of this annexure.
- 2.3 The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate. Payment will be released within 45 days of submission of verified invoices.
- 2.4 **Loading factor for non-acceptance of BHEL Payment Terms:** Offer with deviations to BHEL Payment Terms will be loaded at the BPLR Rate of SBI + 2% for the period of relaxation sought by bidder for deviated amount for the purpose of evaluating the lowest bidder. Offers with advance payment or any other payment method like payment through an letter of credit, hundi payment or direct payment less than 30 days of submission of verified invoices will be rejected. In no case BHEL shall accept liability towards any interest payments.
- 2.5 Prices shall remain firm without any variation during contract period. No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- 2.6 Lease charges are all inclusive of regular hardware, maintenance, support, interest, etc. Taxes and duties by central government and state government shall be quoted extra. Quarterly lease charges indicated in the price bid format (Annexure-VI) for all the items shall remain firm and fixed without any variation during the contract/lease period of 5 years except for statutory variation in taxes and duties levied by government payable by the contractor for which rate, basis of charge and break up value of the tax/duty are indicated in price schedule. All necessary documentary evidence shall be submitted by the contractor in support of their claim. For admitting such claims where supporting documentary evidences are not furnished, such variation would not be admissible.
- 2.7 The vendor shall be responsible for payment of excise duty, custom duty, all other state/central/local govt. taxes, freight and insurance up to equipment-installation-sites in BHEL Ranipet and during the lease period.
- 2.8 The Bank guarantee shall be paid along with the acceptance of order. The Bank guarantee shall be equivalent to 10% of the total quarterly lease rental for all the equipment valid for the complete lease period. Refer Form –J of Annexure-IV
- 2.9 **Loading factor for non-acceptance of Performance Bank Guarantee** valid for the complete lease period or acceptance of Performance Bank Guarantee with lesser percentage or lesser period than specified: Will attract disqualification of the offer.
- 2.10 The Bank Guarantee (PBG) shall be released only on expiry of the claim period, provided there has been no claim by BHEL on the Supplier.

Name:

Company Seal

Signature: with Date:

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During installation at BHEL, the associated BHEL engineers shall be guided on the configuration being made and usage.

Advanced level training shall be provided by OEM / authorized training partner at OEM Place /OEM certified training centre. BHEL will nominate engineers. Training shall be in two batches. Each batch shall get training for minimum 10 (ten) working days. Each batch shall get training for minimum 10 (ten) working days. Training shall be focused on fundamentals of networking/security in general and supplied equipment in particular. It should be based on standard certification programmes of OEM's equipment.

7.2 Training on Network Management Solution:

'Company' will provide comprehensive training on NMS at BHEL, Ranipet. The training shall cover the installation & configuration, Analysis and Trouble shooting, Traffic analysis, Reports generation and its analysis. Training shall cover all features of the NMS software.

8 LEASE RENTALS & TERMINAL CHARGES:

8.1 The Lease Rental is inclusive of the following during the lease period and shall remain FIRM without any variation till completion of the lease contract:

Freight, handling and packing charges, transit insurance, installation.

On-site comprehensive maintenance

On-site comprehensive Insurance covering total scope of supply and man power.

Spares & Software/Firmware Updates

8.2 Comprehensive maintenance shall include the following:

Replacement of faulty equipment

Installation charges

Site inspection charges

Cost of Maintenance Engineers

8.3 On-site Comprehensive insurance covering total scope of supply and man power during the currency of the contract. The beneficiary of the Insurance should be BHEL

8.4 'QUARTERLY LEASE RENTAL' payment shall commence after successful completion and commissioning of the entire system. Quarterly Lease Rental shall be payable to 'Company' after the successful completion of the quarter and submission of invoices in triplicate. Payment will be released within 30 days of submission of invoices.

8.5 The Lease Rentals payable under this Agreement during the Lease period shall be paid by 'BHEL' to financing Agency. The Lease Rental shall be paid through an Account Payee cheque favouring '_____' (Financing Agency). The 'Company' shall submit a discharge certificate and indemnity bond to 'BHEL' for the lease rentals paid to the '_____' (Financing Agency) by 'BHEL'.

Name:

Company Seal

Signature: with Date:

NOTE:

Taxes and duties by central govt and state govt shall be quoted extra .Any statutory variation in taxes and duties levied by govt payable by the contractor for which rate, basis of charge and break up value of the tax/duty are indicated in price schedule will be considered.. All necessary documentary evidence shall be submitted by the contractor in support of their claim.