

Contract



Contract No: GEMC-511687747240695

Contract Generated Date: 14-Nov-2022

Bid/RA/PBP No.: GEM/2022/B/2557787

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	DEPUTY MNGR
Ministry:	Ministry of Heavy Industries and Public Enterprises	Contact No.:	011-66337483-7483
Department:	Department of Heavy Industry	Email ID:	buycon923.bhelb.dl@gembuyer.in
Organisation Name:	Bharat Heavy Electricals Limited (BHEL)	GSTIN:	-
Office Zone:	10050019-Corporate Office	Address:	BHEL House, Siri Fort, New Delhi, SOUTH EAST DELHI, DELHI-110049, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	No	Payment Mode:	BHEL
Designation of Administrative Approval:	AGM	Designation:	Sr. Accounts Officer
Designation of Financial Approval:	DGM	Email ID:	pao2.bhelb.dl@gembuyer.in
		GSTIN:	N
		Address:	BHEL House, Siri Fort, New Delhi, NEW DELHI, DELHI-110049, India
			Payments shall be made to the seller within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)
			Payment Timelines:

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 0120-2416476-6476 Email ID: con677.bhelb.up@gembuyer.in GSTIN: - Address: BHARAT HEAVY ELECTRICALS LIMITED, PLOT NO - 25, HRDI BUILDING, CDT, 2ND FLOOR HALL SEC - 16A, NOIDA - 201301, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, India	Custom Bid for Services - Supply Installation Configuration Commissioning Upkeep and Maintenance of IT Equipment for LAN and Network for New Building Premise of BHEL at NOIDA Sector 16A on rental basis for a period of 1year extendable upto 2 years

Service Provider Details	
GeM Seller ID:	CBBA180000536007
Company Name:	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
Contact No.:	09844444524
Email ID:	murthy@connectivitysolutions.in
Address:	No.1877, 3rd Floor,Gangothri,31st Cross, 10th Main,Banashankari 2nd Stage, Bangalore, KARNATAKA-560070, -
MSME verified:	Yes
MSME Registration number:	KR03D0013303
MSE Social Category:	General
GSTIN:	29AAGCC1283L1ZC

*GST / Tax invoice to be raised in the name of - Consignee

Service Details					
Service Start Date (latest by) : 21-Nov-2022		Service End Date : 20-Nov-2023			
Category Name : Custom Bid for Services					
Billing Cycle : quarterly					
Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply Installation Configuration Commissioning Upkeep and Maintenance of IT Equipment for LAN and Network for New Building Premise of BHEL at NOIDA Sector 16A on rental basis for a period of 1year extendable upto 2 years	1	9748000.000		
Compliance of Service to SOW, STC, SLA etc	YES				
Regulatory/ Statutory					

Compliance of Service	YES		
Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
Total Value without Addons (INR)			9748000
Total Addon Value (INR)			0
Total Value Including Addons (INR)			9748000
Tax Bifurcation			
Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST (100%)
Custom Bid for Services	1486983.05	0	1486983.05
Amount of Contract			
Total Contract Value Including All Duties and Taxes (INR)			9748000

SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical - please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon - time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process compliance . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Corrigendum

1. GeM-Bidding-Corr-3811061-1.pdf :[click here](#)
2. Extended Upto : 2022-10-13 12:00:00
3. GeM-Bidding-Corr-3811061-4.pdf :[click here](#)

Additional Required Data/Document(s) : Buyer

1. Scope of Work :[click here](#)
2. Service Level Agreement (SLA) :[click here](#)
3. Payment Terms :[click here](#)
4. GEM Availability Report (GAR) :[click here](#)
5. Pre Qualification Criteria (PQC) etc if any required :[click here](#)

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb [click here](#)
3. Compliance Documents In Respect Of Sow Etc :[click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
6. Compliance Document In Respect Of Approach & Methodology [click here](#)
7. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
8. Compliance Document In Respect Of Certification Of Resources . [click here](#)
9. Compliance Documents In Respect Of Project Experience Of Firms [click here](#)
10. Any Other Documents As Per Bid (i) [click here](#)
11. Any Other Documents As Per Bid (ii) [click here](#)
12. Any Other Documents As Per Bid (iii) [click here](#)

General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.

2. **Evaluation to be done on GeM. Bidder has to quote total amount of the contract for 01 year including taxes on GeM portal.**

Successful L1 bidder has to submit the price breakup in Price bid format (as per SOW document) before award of contract for billing breakup purpose.

During any contradiction of clauses as per the enclosed documents, clauses mentioned under Service Level Agreement (SLA) shall supersedes the clauses mentioned under Scope of Work.

The rental period of one year can further be extended upto 1 year on same terms and conditions and monthly rental prices as quoted. Monthly rental rates as quoted by bidder in the tender shall be considered for extension.

2.2 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.3 Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file](#).

Note: This is system generated file. No signature is required.

Revised Price bid format

Annexure-III



Sr. No.	Type	Description	Total Qty	Total Qty(Bidder has to mention in case of Chassis based solution)	Proposed Make/Model	Fixed Itemwise Percentage of Total Price excl. taxes)	Rental Charges Per Quarter for Unit Qty (INR, excl. GST)	Rental Charges Per Quarter for total Qty (INR, excl. GST)	Total Rental Charges for 1 Yr for total Qty (INR, excl. GST)			
			N1'	N2'			'q'	$Q' = q' \times N$ 1 or N2'	'Z' = $Q' \times 4$			
1	Core	Core	2	2	C9500-24YA / C4500X-32SFP+	11.41	117822.8	235645.5	942582			
2	Access Type 1	48 port non-PoE	12	31	C4507R+E / C4510R+E	70.75	47134.43	1461167	5844669			
3	Fiber Modules-Type 1	10G SFP+(MM)	12	124	SFP-10G-SR	6.12	1019..303	126393.6	505574.2			
4	Fiber Modules-Type 2	40G	4	4	QSFP-40G-SR-BD	0.31	1600.572	6402.288	25609.15			
5	Resident Engineers (RE)	for managing the setup	2		-	11.41	117822.8	235645.5	942582			
Total Rental Charges per quarter (in INR, excl. GST) (ΣQ)							2065254.00					
Total Rental Charges for 1 year (in INR, excl. GST) (ΣZ)							8261017.00					
Notes:												
1)	Modules (SFP+ / QSFP+) required for Core Switches are given in specifications.											
2)	Column N2 is to be filled by the bidders providing chassis-based solution											

