



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)
Phone: 01334-281118, FAX: 223948 E-mail: geeta@bhelhwr.co.in

HW/ITX/2/1256
19th January, 2015

Subject: Clarification/Corrigendum and Extension of Bid Submission Date for “Procurement of SAN Storage Equipment & Enterprise Backup Solution under 5 years Lease Period”

In reference to tender no. HW/ITX/2/1246 regarding “Procurement of SAN Storage Equipment & Enterprise Backup Solution under 5 Years Lease Period” published on 9th January 2015, please note that there are minor changes in Annexure -1, the revised NIT is attached. The bid submission date is also extended to **6th February 2015, 1:45PM.**

Please note that all other Specifications and Terms & Conditions in the tender RFP document shall remain unchanged.

(Geeta Singh)
DGM, ITX
BHEL Hardwar



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Original NIT Ref: HW/ITX/2/1246 Date: 9th January, 2015
Corrigendum Ref: HW/ITX/2/1256 Date: 19th January, 2015

Dear Sir,

Subject: Procurement of SAN Storage Equipment and Enterprise Backup Solution under 5 years lease contract.

1. Bharat Heavy Electricals Limited (BHEL) intends to procure new SAN Storage Equipment and Enterprise Backup Solution under 5 years financial lease contract. BHEL invites offers for new procurement of SAN Storage Equipment and Enterprise Backup Solution under 5 years financial lease contract as per Equipment List and Detail Specification given in Annexure I. The scope of work and Terms & Conditions are as per Annexure –II.
2. The tender document & Annexure details are as follows:

Annexure I	Equipment List, Detail Specification and Technical Compliance Sheet
Annexure II	Scope of Work & Terms and Conditions
Annexure III	Pre-Qualification Criteria
Annexure IV	CA Certificate Format for MSEs
Annexure V	Price Bid Sheet
Annexure VI	AMC Charges in 6 th & 7 th year after 5 years lease period
Annexure VII	Existing and Proposed Architecture of the SAN Storage & Backup System
Annexure VIII	Terms & Conditions and Business Rules for Reverse Auction

3. You are requested to submit techno-commercial offer in two parts as per the scope of supply indicated therein. The tender offer should be sealed in two separate envelopes with 'Technical bids' / 'Commercial bids', Tender no., opening date duly super scribed on the envelopes.
4. The Part- 1 - Technical Bid envelope should enclose your technical offer comprising Technical Compliance for Equipment List and Detail Specification as per Annexure-I, Pre-Qualification Criteria compliance documents/proof as per Annexure-III, Signed and Stamped copy of Scope of Work & Terms and Conditions (Annexure-II), unpriced bid as per Annexure-V and Technical documents containing proposed solution detailed description and architecture . All submitted annexures and documents should be duly signed/stamped.
5. The Part- 2 - Commercial Bid envelope should enclose Price bid as per format in Annexure V and AMC charges in 6th and 7th year (after completion of 5 years lease period) as per Annexure VI. The submitted information must be in same format as given in the Annexures.
6. The Terms and Conditions given in Annexure-II shall be adhered to by the tenderer. Please do not remain silent on any point and if you are not accepting any terms/condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.



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7. Vendor must meet the Pre-Qualification Criteria as per Annexure-III. The offers not meeting the criteria will be rejected summarily.
8. Vendor has to quote for all items in the Price Bid as per Annexure V. In case of any missing quotes for any item, bid shall be rejected. The evaluation of tender, appointment and distribution of work to vendors shall be as per the Terms and Conditions in Annexure –II
9. Earnest Money Deposit (EMD) of Rs. 2,00,000/- in the form of demand draft in favour of “BHEL, Hardwar” or cash deposit with “Accounts officer, BHEL, Ranipur, Hardwar” is to be furnished with the Tender Offer. The bid shall be rejected without EMD.
10. Tender Document fee (Non-Refundable and Not Exempted) of Rs. 2000/- in the form of demand draft in favour of Bharat Heavy Electricals Limited, payable at Haridwar.
11. The offers in sealed envelopes (as stated in above para-2,3,4 & 5) should be submitted latest by **1.45 P.M. on 6th February, 2015** at the following address:

**Head of Material Management
Heavy Electricals Equipment Plant
Bharat Heavy Electricals Limited
Ranipur Haridwar (Uttarakhand)
PIN – 249403**

The quotation must be posted taking the allowance for postal transit delays. BHEL shall not be responsible for any postal delay, in any condition. Alternatively, the tender duly sealed and superscripted, clearly mentioning the ‘Technical/Commercial Bid’, tender no. , opening date as mentioned above may be deposited in the Tender Box situated at **fourth floor, Main Administrative Building, HEEP, BHEL Ranipur, Haridwar**. Quotation not received in time is likely to be ignored.

12. The technical bids will be opened on the day of submission of the offers at 2.00 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
13. All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL website’s tender section (<http://www.bhel.com>, <http://www.bhelhwr.co.in>) & Govt.’s Central Public Procurement Portal (<http://eprocure.gov.in>) only. Bidders should regularly visit websites to keep themselves updated.



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IMPORTANT: Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.

Checklist for submitting the bid is as under:

To be submitted with Part-1 - Technical Bid:

Sl.	Annexure	Description	Remarks
1	Annexure I	Equipment List, Detail Specification and Technical Compliance Sheet	Signed and Stamped Copy & all referred documents/proofs/ data sheets to be submitted.
2	Annexure II	Scope of Work & Terms and Conditions	Signed and Stamped Copy
3	Annexure III	Pre-Qualification Criteria Compliance	All referred documents/proofs to be submitted
4	Annexure V	Unpriced Price Bid	Signed Copy Mention all applicable taxes without quoting the price
5		EMD	EMD of Rs.2,00,000/-
6		Tender fee	Rs. 2000/-
7		Technical Documents	Supporting technical documents of detailed description and design of the proposed solution/Data Sheets of the proposed solution make/model

To be submitted with Part -2 - Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure V	Price Bid	In a separate sealed envelope
2	Annexure VI	AMC Charges in 6 th & 7 th year	In a separate sealed envelope

Thanking you,

Yours faithfully,

(Geeta Singh)
DGM (ITX)

Information Technology Centre, HEEP, BHEL, Hardwar

Tender No: HW/ITX/2/1246 Dated: 9/1/2015

List of Equipment, Detail Specification & Technical Compliance

SN	Item	Quantity
SEC -1	Detailed Specs are in subsequent sheets	
A	Storage Array Primary Data Centre - 9TB	1
B	Storage Array Secondary Data Centre - 4TB	1
C	SAN Switch 24 Ports (Primary and Secondary Data Centre)	4
D	Enterprise Backup Solution -Backup Software & Integrated Appliance	1
E	Tape Library - 48 slots 2x LTO6 drive	1
SEC -2	Buy Back of existing Equipment	Quantity
F	Details as per sheet F	1 Lot

A	Primary Data Centre Storage Array of minimum 9TB capacity (1 No.)			
SN	Features	Detailed Specification	Vendor Compliance (Y/N)	Remarks
1	Storage	The proposed SAN Array should from Industry leading storage OEMs - should be in Leaders/Challengers quadrant of Latest Gartner's Magic Quadrant for General-Purpose Disk Arrays		
2	Controller	Active-Active Dual Controller with full redundancy, hot pluggable and automatic failover. All LUNs shall be active from both controllers		
3	Processor	2 nos. Minimum 4 cores in each processor		
4	Cache per controller	16 GB or higher cache per controller. Cache shall be used only for data and Control operation and shall not have any overhead of storage operating system. Cache shall be used for both read and write operations		
5	Cache Battery Backup	In case of power failure, SAN array must provide cache protection mechanism to protect uncommitted information for minimum 72 hours battery backup or shall have de-stage feature.		
6	RAID support	Should support hardware based RAID 0, 1, 1/0,5,6 levels		
7	IOPS	Should deliver minimum 50000 IOPS		
8	Storage Capacity	Minimum usable capacity 9TB (excluding hot spare)		
		1TB on RAID-5 based on SSD drives		
		4TB on RAID10 based on 600GB 10 K RPM SAS drives (SFF)		
		4TB on RAID-5/6 based on MDL/NL-SAS or SAS drives (SFF)		
9	Hot spare disks	Should support online global hot-spare disks. Must have optimum quantity of hot spare disks as per OEM's recommendation		
10	Server & Operating System Support	Compatibility with industry leading heterogeneous servers and operating system includes Red Hat Linux, Oracle Linux, SUSE Linux, Windows Server 2008, Windows Server 2012, Windows Hyper-V, VMWare, Oracle Solaris, HP-UX, IBM-AIX etc.		
11	Front End FC Ports	Minimum 4 Nos. of Fibre Channel host port of 8 Gbps speed		
12	Back End Port	Minimum 4 Nos. of SAS ports of 6 Gbps speed		

13	iSCSI Port	Minimum 4 Nos. of iSCSI ports of 10GbE		
14	Storage software	Licenses for storage features of Thin Provisioning, Data Tiering, Snapshot, Cloning should be supplied		
15	Native Protocol support	FC, iSCSI, FCoE,NFS, CIFS,Object Storage		
16	Remote Replication support	Synchronous Remote Replication licenses should be supplied for replication and failover of LUNs to secondary storage array (secondary SAN storage array should be from same OEM product and make/model as primary SAN storage array)		
17	Storage Array Management	Storage solution should be provided with comprehensive consolidated tool for resource management for planning, provisioning, monitoring and reporting. Storage Management should comply with IPv6 & IPv4. The tool should be able to perform storage configuration, troubleshoot availability or performance issues, view end-to-end topologies and relationships from file systems to hosts etc.		
18	Scalability	Should be scalable to raw capacity of 500TB or more and drives support for 120 or more		
19	Redundancy	No single point of failure in proposed storage array configuration including array controllers, cache memory, disk array, FAN, Power supply etc.		
20	Availability	should have availability of 99.999% or more from hardware or firmware perspective: - No disruption during firmware upgrade - No disruption on hardware maintenance such as replacement of faulty hard drive, controller, fan, power supply etc. - No disruption on volume size configuration changes - No disruption on hardware upgrade such as adding disk drives array etc.		
21	Multipathing & Load Balancing	should provide multipathing and load balancing capabilities to ensure path redundancy for the host connected to storage. It should support automatic path failover.		
22	Disk drive support	proposed storage array should support SFF hot pluggable- Enterprise SAS drives of 300GB/450GB , 600GB, 900GB, 1200GB Solid State drives of 100GB/200GB,400GB/480GB,800GB/920GB/1.92TB NL-SAS drives of 1TB/2TB , 3TB, 4TB		

23	Support & Warranty	OEM's Premium 24x7 support for 5 years should include remote and onsite support, labour, comprehensive warranty covers software update and upgrades.		
24	Remote Diagnostics	Storage array should have Proactive Remote diagnostic support for fault logging and issue handling		
25	Mounting	Storage Array must be rack mounted. Rack mounting kits and accessories should be supplied.		
26	Cables & Accessories	all necessary cables and connectors -FC, SAS, Power etc. & accessories should be supplied		
Specify Make/Model				

B	Secondary Data Centre Storage Array of minimum 4TB capacity (1 No.)			
SN	Features	Detailed Specification	Vendor Compliance (Y/N)	Remarks
1	Storage	The Secondary Data Centre Storage Array should from same OEM product Make/Model as the proposed Primary Data Centre Storage Array		
2	Controller	Active-Active Dual Controller with full redundancy, hot pluggable and automatic failover. All LUNs shall be active from both controllers		
3	Processor	2 nos. Minimum 4 cores in each processor		
4	Cache per controller	16 GB or higher cache per controller. Cache shall be used only for data and Control operation and shall not have any overhead of storage operating system. Cache shall be used for both read and write operations		
5	Cache Battery Backup	In case of power failure, SAN array must provide cache protection mechanism to protect uncommitted information for minimum 72 hours battery backup or shall have de-stage feature.		
6	RAID support	should support hardware based RAID 0, 1, 1/0,5,6 levels		
7	Storage Capacity	Minimum usable capacity 4TB (excluding hot spare)		
		1TB on RAID-5 based on SSD drives		
		3 TB on RAID10 based on 600GB 10 K RPM SAS drives (SFF)		
8	Hot spare disks	Should support online global hot-spare disks. Must have optimum quantity of hot spare disks as per OEM's recommendation		
9	Server & Operating System Support	Compatibility with industry leading heterogeneous servers and operating system includes Red Hat Linux, Oracle Linux, SUSE Linux, Windows Server 2008, Windows Server 2012, Windows Hyper-V, VMWare, Oracle Solaris, HP-UX, IBM-AIX etc.		
10	Front End FC Ports	Minimum 4 Nos. of Fibre Channel host port of 8 Gbps speed		
11	Back End Port	Minimum 4 Nos. of SAS ports of 6 Gbps speed		
12	iSCSI Port	Minimum 4 Nos. of iSCSI ports of 10GbE		
13	Storage software	Licenses for storage features of Thin Provisioning, Data Tiering, Snapshot, Cloning should be supplied		

14	Native Protocol support	FC, iSCSI, FCoE,NFS, CIFS,Object Storage		
15	Remote Replication support	Synchronous Remote Replication licenses should be supplied for replication and failover of LUNs to secondary storage array (secondary array should be from same OEM product and make/model as primary array)		
16	Storage Array Management	Storage solution should be provided with comprehensive consolidated tool for resource management for planning, provisioning, monitoring and reporting. Storage Management should comply with IPv6 & IPv4. The tool should be able to perform storage configuration, troubleshoot availability or performance issues, view end-to-end topologies and relationships from file systems to hosts etc.		
17	Scalability	Should be scalable to raw capacity of 500TB or more and drives support for 120 or more		
18	Redundancy	No single point of failure in proposed storage array configuration including array controllers, cache memory, disk array, FAN, Power supply etc.		
19	Availability	should have availability of 99.999% or more from hardware or firmware perspective: - No disruption during firmware upgrade - No disruption on hardware maintenance such as replacement of faulty hard drive, controller, fan, power supply etc. - No disruption on volume size configuration changes - No disruption on hardware upgrade such as adding disk drives array etc.		
20	Multipathing & Load Balancing	should provide multipathing and load balancing capabilities to ensure path redundancy for the host connected to storage. It should support automatic path failover.		
21	Disk drive support	proposed storage array should support SFF hot pluggable- Enterprise SAS drives of 300GB/450GB , 600GB, 900GB, 1200GB Solid State drives of 100GB/200GB,400GB/480GB,800GB/920GB/1.92TB NL-SAS drives of 1TB/2TB , 3TB, 4TB		
22	Support & Warranty	OEM's Premium 24x7 support for 5 years should include remote and onsite support, labour, comprehensive warranty covers software update and upgrades.		

23	Remote Diagnostics	Storage array should have Proactive Remote diagnostic support for fault logging and issue handling		
24	Mounting	Storage Array must be rack mounted. Rack mounting kits and accessories should be supplied.		
25	Cables & Accessories	all necessary cables and connectors -FC, SAS, Power etc. & accessories should be supplied		
Specify Make/Model				

C	SAN Switch of 24 Ports (4 Nos.) 2 Nos at Primary Data Centre & 2 Nos at Secondary Data Centre			
SN	Features	Detailed Specification	Vendor Compliance (Y/N)	Remarks
1	Switch	24 Ports 8Gbps Dual SAN Switch shall be configured at each Storage Array Primary and Secondary Data Centre Site		
2	Ports	All switches shall be licensed with 24 Active Ports Required SFPs to connect hosts and storage array shall be provided. Each switch shall be provided with required 1 No. of SFP for Storage Synchronous Replication between Primary & Secondary DC sites which is approx. 900 meters.		
3	Port Capabilities & Type	Auto-sensing capabilities of 4,8 and 16 Gbits/sec. Support for different port types such as FL_Port, F_Port, E_Port, EX_Port		
4	Redundancy	No single point of failure including Power Supply, FAN etc.		
5	Management	SAN Switch shall have support for web based management and should also support CLI. Proposed switch should comply with IPv4 & IPv6.		
6	Mounting	Switch must be rack mountable. Rack mounting kits and accessories should be supplied.		
7	Fibre Channel Cables	20 Nos. of 10m LC-LC Multi-Mode Fibre Channel Cables for host connectivity & 4 Nos . Of 15m LC-SC Single-Mode Fibre Channel Cables for storage replication purpose to be provided		
8	Cables & Accessories	all necessary cables - FC, power & accessories should be supplied		
9	Licensing	All required SFPs and Licenses for the required port configuration has to be provided. Trunk License & VSAN License or equivalent shall be included		
10	Support & Warranty	OEM's Premium 24x7 support for 5 years should include remote and onsite support, laour, comprehensive warranty covers software update and upgrades.		
Specify Make/Model				

D	Enterprise Backup Solution - Backup Software & Integrated Appliance (1 No.)			
SN	Features	Detailed Specification	Vendor Compliance (Y/N)	Remarks
1	Backup Solution	Backup Solution for disk to disk then disk to tape shall be configured with SAN storage for the backups of various heterogeneous primary data centre servers		
2	Industry Leadership	The proposed backup solution - backup software and integrated backup appliance should be of from industry leading OEMs have positioned in Challengers/Leaders quadrant of latest Gartner's Magic Quadrant for Enterprise Backup Software and Integrated Appliance.		
3	Storage device/appliance Capacity & Licenses	Backup Storage device/appliance shall be with minimum usable capacity of 36TB capacity. The backup software/appliance license should be with capacity based license for 36TB .There shall be no limit on servers and backup devices connected to the proposed backup system.		
4	Storage device/appliance Scalability	The Storage device/appliance should be scalable to 50TB usable capacity		
5	RAID & Hot-Spare	Proposed storage device/appliance shall be configured with hardware RAID 6 and should include hot-spare disks for each RAID-group.		
6	OS and Applications Support	The backup solution should be available on various OS on 32 bit and 64 bit platforms such as Windows, UNIX, HP-UX, IBM AIX, Linux,Hyper-v, Vmware		
		Application Agent/module support for Online backup of Oracle Database, Microsoft Active Directory, Microsoft SharePoint, Microsoft Exchange Server, MS SQL, Lotus, DB2, Informix, Sybase, MySQL and SAP.		
		Granular recovery of single item/files in MS-SharePoint, MS-Exchange, MS Active Directory, MS-HyperV and VMWare image based backups.		
		support storage SAN and NAS devices		

		Existing OS, Applications & Storage device for which licenses are required: - 32 and 64 bit OS platform for Red Hat Linux & MS Windows Server 2003,2008,2012 - Application agent for Oracle Database, MS Active Directory - Storage SAN & NAS devices		
7	Backup Software and Server	Required backup software and Backup/Media Server from OEM of Storage & Backup Device for the disk to disk backup must be provided with the solution. All required licenses shall be included.		
8	Software and Hardware Capabilities	Should support various level of backups including Full, Incremental, Differential, Synthetic and Virtual Synthetic backups		
		should support features - VTL, Deduplication, Compression, Multiplexing		
		proposed device shall have integrated de-duplication license and shall have optional support for replication to remote location in a low bandwidth mode so that only unique – Non Duplicated data flows to remote location.		
		proposed device shall support intelligence to understand Source based (At Client application level, Backup Server level and media server level) de-duplication so that only unique – Non duplicated data copies to offered device.		
		proposed device shall support receiving non duplicated data from remote locations or branch office directly from the application servers / Client servers in low bandwidth mode without using any backup or replication based device at remote location / Branch office.		
		proposed device shall have Minimum of 2 x 8Gbps Fibre Channel connections and minimum of 2 x 10Gbps ISCSI/LAN connection.		
		Ability to flexibly emulate tape drive/ tape formats e.g. different LTO generations - LTO-4/LTO-5/LTO-6 etc.		
		Ability to Tape backup of the same job running concurrently with disk backup		
		Ability to tape backup after completion of disk backup		
proposed backup solution shall have capability to deliver selective restore from disk Library itself.				

		Ability to integrate with Tape Library using backup software		
9	Ports	Proposed device shall have minimum of 2 x 8Gbps Fibre Channel connections and minimum of 2 x 10Gbps ISCSI/LAN connection.		
10	Performance	The proposed backup solution should support minimum 5TB/hr write performance		
11	Management	Must support single management pane for multiple backup appliance for ease of management. The backup appliance & software reporting should be available from single console. Proposed backup solution should be compliant to IPv6/IPv4		
12	Cables & Accessories	all necessary cables - FC, power & accessories should be supplied		
13	Support & Warranty	OEM's Premium 24x7 support for 5 years should include remote and onsite support, laour, parts warranty.		
		Specify Make/Model		

E	Tape Library (1 No.)			
SN	Features	Detailed Specification	Vendor Compliance (Y/N)	Remarks
1	Tape library	Proposed Tape Library shall be from the industry leading OEMs.		
2	Capacity	2 Nos. of LTO6 tape drives with minimum 40 cartridge slots		
3	Connectivity	2 nos of 8 Gbps FC ports for connectivity with SAN Switch		
4	Management	Web Based Management		
5	Scalability	4 Drives and 60 slots		
6	Performance	160MB/s per drive		
7	Cartridge Tapes	Barcode labels, 50 Nos. of Cartridge Tapes along with 4 nos. of cleaning Tapes		
8	Mounting	Tape Library must be rack mounted. Rack mounting kits and accessories should be supplied.		
9	Cables & Accessories	all necessary cables - FC, power & accessories should be supplied		
10	Support & Warranty	OEM's Premium 24x7 support for 5 years should include remote and onsite support, laour, parts warranty.		
Specify Make/Model				

F	List of Existing Equipment for Buyback option		
SN	Equipment Description	Serial Number	Quantity
1)	SAN Storage		2 Set - 2 Nos. SAN Storage Array & 4 Nos. SAN Switches
	CLARiiON CX4-120C	CKM00090200443	
	CLARiiON CX4-120C	CKM00090200374	
	Connectrix MDS-9124	JAF1245V1X7	
	Connectrix MDS-9124	JAF1245V399	
	Connectrix MDS-9124	JAF1245V3U5	
	Connectrix MDS-9124	JAF1245V3UU	
	EMC Secure Remote Support Gateway Configuration	12OS10109000615	
	EMC Secure Remote Support Gateway Configuration	12OS10109000653	
	EMC Secure Remote Support Gateway Configuration	13OSAA020001703	
	EMC Secure Remote Support Gateway Configuration	13OSAA020001704	
	EMC Secure Remote Support Gateway Configuration	14OS20400003363	
	MirrorView/Synchronous	14V50428A000329	
	MirrorView/Synchronous	14V50428A000335	
	SnapView	14V6B0428A00427	
	SnapView	14V6B0428A00435	
2)	Tape Library		2 Nos.
	TandBerg Data StorageLibrary T40+	AA34KC002287	
	TandBerg Data StorageLibrary T40+	AA08LC002670	



SCOPE OF WORK & TERMS AND CONDITIONS

1. GENERAL

- 1.1. The term vendor shall apply to successful tenderer. The vendor is the lessor and BHEL, Haridwar (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 Successful vendor shall enter into lease rental agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 2.3 Lease payment will be paid on quarterly basis, at the end of each quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime if any shall be made from quarterly lease rental charges. Along with invoices, copy of the periodical challans (latest) of service tax deposited to government accounts linked to the service tax charged in the submitted invoices is to be submitted to process the invoices.
- 2.4 Prices are net F.O.R destination, inclusive of freight, handling and packing charges, transit insurance, installation, commissioning, regular insurance, on-site comprehensive maintenance during the entire lease period and shall remain firm without any variation during lease period. Lease / RTU tax, service tax and government levies shall be extra as per actuals during the lease period.
- 2.5 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 Haridwar and during the lease period.
- 2.6 No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- 2.7 The insurance coverage should be comprehensive with provisions for theft, fire, floods, riots etc. The responsibility for the insurance will rest with the vendor. Claim(s), if any, will be dealt with the underwriters directly by the vendor / lessor. Evidence of insurance policy shall be submitted to BHEL, if the vendor / lessor fails to renew the insurance policy before expiry, BHEL may affect the insurance from the lease rental.
- 2.8 Projected requirement for each equipment / software or any other component is as per tender document. The vendor shall extend the same rates for 6 months from the date of placement of original order for the additional equipment / software to be installed at BHEL Haridwar.
- 2.9 The benefit of depreciation under IT act and other related statutory provisions for the equipment supplied by the vendor under this contract will be claimed by BHEL after capitalization of goods in its books. The vendor will furnish all relevant documents to enable BHEL to claim benefit of depreciation.
- 2.10 The Lease Charges are calculated quarterly. BHEL agrees that vendor may assign the Lease Charges in favor of third party ("Assignee") and consents (subject to prior approval from BHEL) to such assignment of the Lease Charges by the vendor to the Assignee. BHEL agrees that the vendor may disclose any information or documents that it may consider necessary



to help the vendor exercise these rights subject to NDA (Non-Disclosure Agreement) clauses.

- 2.11 Pursuant to the assignment of the Lease Charges by the Vendor to the Assignee, all amounts payable to the vendor under this agreement by BHEL shall be payable by BHEL to the Assignee. Responsibilities and obligations of BHEL and the vendor under this Agreement shall remain unchanged, notwithstanding the assignment of Lease Charges in favor of the Assignee.

3. SCOPE OF WORK

- 3.1 Supply, Unloading, Installation, Configuration, Commissioning, Testing and Maintenance of Hardware & Software as per specified configuration.
- 3.2 The proposed solution for SAN Storage & Enterprise Backup System shall be implemented in Primary and Secondary Data Centers (DC) of BHEL Haridwar. The SAN storage arrays in primary and secondary DC shall be configured in synchronous replication mode. All servers/LUNs connected to existing storage system shall be migrated to new storage system and synchronous replication of existing LUNs shall be configured in the new storage system.
- 3.3 The proposed backup system will be integrated with SAN and proposed to be implemented at Secondary Data Centre. The backup system will be configured to take backup of heterogeneous servers of primary data centre. The backup system configuration will be done for disk to disk and disk and disk to tape backup. Existing backup policies (Incremental, Differential and Full etc.), frequency and retention period of backup shall be implemented in the new backup system.
- 3.4 The existing and required proposed architecture for SAN Storage and backup system has been provided in Annexure-VII. This is only an indicative architecture plan and subject to change while final implementation.
- 3.5 While implementation and migration to new system, minimum disruption and downtime to live environment should be ensured. Migration activity shall be done during off working hours. Detailed activity plan along with approximate time required for each activity should be submitted to BHEL prior to start of work.
- 3.6 All software should be licensed to **"Bharat Heavy Electricals Limited, Haridwar"**.
- 3.7 Vendor should ensure the completeness of the solution. Any items / equipment, not mentioned in the BoM, but are mandatory for the completeness of the project; same shall be supplied and installed. Cost of same shall be included in the cost of existing line items of the price bid.
- 3.8 The specifications of each item has been defined in the tender document after due consideration of BHEL requirements and scalability needs. These specifications are **minimum** required specifications to meet the solution implementation needs. However, the vendor should study, on its own, at his/her own cost the requirement of BHEL and can quote specifications higher than those mentioned in the document.
- 3.9 Comprehensive maintenance of entire infrastructure for five years lease period after the successful commissioning of all the components.
- 3.10 BHEL reserves the right to relocate the equipment. Shifting of equipment from one location to another with in BHEL campus shall be the responsibility of the vendor. All the requisite works like dismantling of equipment, packing, transportation etc. shall be the responsibility of the vendor. The time given for shifting and installation of equipment at new location will be mutually agreed and time taken beyond that period will be treated as downtime.
- 3.11 Vendor shall ensure back to back AMC for hardware and software from OEMs during entire lease period, proof to be submitted to BHEL.



- 3.12 The vendor shall provide the certificate of newness of the equipment at the time of supply of equipment.
- 3.13 No items shall be offered, whose end-of-sale has been declared by the OEM or has been declared to be under phase out. Certificate from OEM shall be submitted regarding it.
- 3.14 The existing equipment which are offered as buy-back, shall be taken back by the vendor after the new implementations are commissioned and stabilized. The stabilization period will be minimum 3 months after successful completion of acceptance test of new implementation.
- 3.15 One set of software CDs/DVDs, O&M manuals, relevant documents / drawings and test certificates of equipment shall be submitted.
- 3.16 Acceptance Testing shall be based on agreed ATP document.
- 3.17 User level training shall be provided to system administrators for day to day operation and management of proposed solution

4. INSTALLATION AND COMMISSIONING

- 4.1 Any equipment, fitting, material, software, licenses or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor
- 4.2 The vendor shall ensure that work is carried out by experienced, registered and certified personnel of the OEM/partner of the proposed system.
- 4.3 The vendor should fulfill 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 vendor.
- 4.4 The vendor shall ensure the installation and commissioning of the equipment as per locations specified by BHEL. However, if some or all of these equipment are subsequently required by BHEL to be shifted to any other site(s) within BHEL Haridwar, vendor shall carry out installation and commissioning at no extra cost.
- 4.5 Hardware/Software configuration will be deemed as incomplete or undelivered, if any component of hardware or software within the configuration relating thereto is not delivered and if delivered, is not operational or not acceptable after testing/examination as per specifications/BHEL requirement.

5. ACCEPTANCE TEST PROCEDURE

- 5.1 The vendor shall submit project completion report to BHEL once the equipment and solution are successfully installed so that BHEL can carry out the acceptance test. All manuals, accessories etc. will be handed over by vendor to BHEL.
- 5.2 The vendor shall submit the detailed documentation of system including bill of material etc. prior to start of the acceptance test. The vendor shall give all documents in computer format.
- 5.3 All the software offered, shall be loaded completely and made functional in all respects before the start of the acceptance test by the vendor. Vendor shall demonstrate all the features of the equipment/software and show that equipment/software is performing as per specified configuration.
- 5.4 If any equipment fails during the acceptance test for three times, it will be replaced by the vendor and the acceptance test on the replaced equipment shall be performed afresh.



6. WARRANTY, MAINTENANCE & SUPPORT

- 6.1 Vendor shall provide certificate/document as proof for OEM back to back support directly to BHEL for all equipment and software for the complete lease period. Any software / firmware updates, patches updates including version change should be regularly provided during the entire lease period.
- 6.2 The vendor shall provide comprehensive maintenance support on 24x7 hours basis for all equipment and software for the entire contract period. Vendor shall post minimum one on-site resident engineer posted at BHEL Hardwar. The on-site resident engineer working time will be BHEL's Normal shift timing i.e. 8 AM to 5 PM on 6 days working basis. Thereafter engineer shall be available on emergency call on need basis.
- 6.3 The on-site resident engineer shall be dedicatedly available at BHEL Haridwar and follow the BHEL timing and holidays. The on-site resident engineer shall leave the station only on written permission from BHEL and in case BHEL requires, vendor shall arrange for substitute.
- 6.4 The vendor shall post one qualified and experienced on-site resident engineer within 3 week from date of LOI till the expiry of contract.
- 6.5 The on-site engineer should have proven experience of at least 4 years on maintenance of IT items. The engineer shall have at least a 2 years diploma/ITI in Electronics/Electrical/Computers/Hardware/Network and shall have experience of at least 4 years on maintenance of IT items.
- 6.6 Before posting of on-site resident engineer, the bio-data of the engineer shall be submitted to BHEL for review and acceptance. This shall be done even when any changes will be made in deployment of engineer. In case the performance of the engineer is not found satisfactory by BHEL, the vendor shall replace the person in 2 weeks.
- 6.7 BHEL shall not be liable to any expenses of on-site engineer like boarding, lodging, conveyance, mobile etc.
- 6.8 The on-site resident engineer shall provide support for OEM call logging, call escalation and closure of fault ticket. Also, the resident engineer shall be responsible for day to day required hardware maintenance of the equipment in line with OEM's recommendation.
- 6.9 Comprehensive maintenance shall include the following:
 - 6.9.1 Repair / Replacement of faulty equipment including but not limited to all plastic and/or rubber parts, adapters, batteries, etc.
 - 6.9.2 Installation charges
 - 6.9.3 Site inspection charges
 - 6.9.4 Periodic maintenance, wherever required
 - 6.9.5 Cost of Maintenance Engineers
 - 6.9.6 Keeping sufficient spares to maintain the specified uptime.
- 6.10 After the expiry of five year lease period, the maintenance support shall be provided by the vendor on agreed maintenance charges, if BHEL desires so. The vendor should be able to provide the support for quoted products after the expiry of five year lease period.

7. DOWNTIME PENALTY

- 7.1 The vendor shall be responsible for optimum uptime of 99.999% for SAN Storage and 98% for Backup System on a quarterly basis for SAN Storage hardware components. It includes replace/ repair of faulty equipment / part without any cost to BHEL. The downtime penalty



will be deducted for uptime less than 99.999% for SAN Storage and 98% for backup system on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.

- 7.2 If the uptime of a particular equipment/system falls below 95% continuously for 3 months, the equipment/system shall have to be replaced with new equipment by vendor without any extra cost to BHEL.
- 7.3 Downtime shall be calculated on the basis of System Log/Log Book/Complaint Logged.

8. LIQUIDATY DAMAGES (LD)

- 8.1 The vendor hereto agree that timely delivery, deployment and migration of all equipment with support is the essence of the order/contract. If the vendor fails to start the lease contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services.
- 8.2 The vendor shall supply, install, commission and test the whole work in all respect within 4 weeks from the date of placement of order. Early delivery / commissioning is acceptable.
- 8.3 BHEL reserves the right to ask for a delayed delivery of a part or whole of equipment.
- 8.4 Hardware/software configuration shall be deemed as incomplete or undelivered, if any component of hardware or software within the configuration or main documentation related thereto is not delivered and if delivered is not operational or not acceptable after testing/examination.
- 8.5 In case the delivery, installation and successful commissioning schedule for the works is not adhered to, penalty at the rate of 0.5% per week (or part thereof) of the amount equivalent to lease rent of entire lease period of the remaining equipment/works (subject to a maximum of 10% of total lease rent of entire lease period) shall be levied by BHEL on the vendor. However, in the event that the delay occurs on account of fault of BHEL including on account of failure of BHEL to ensure site preparation, the period on this account will not be considered for penalty. For the purpose of this clause, part of the week is considered as a full week.
- 8.6 Penalty, if any, shall be deducted from first quarterly lease charges. In case, the penalty amount is more than the first quarterly lease charges, the same shall be adjusted from the subsequent quarters.

9. RISK PURCHASE

BHEL reserves the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the vendor / lessor, either the whole or part of equipment, which the vendor / lessor has failed to deliver within the stipulated delivery period. The vendor / lessor shall be liable to compensate the BHEL for any loss which BHEL may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

10. EARNEST MONEY DEPOSIT (EMD)

- 10.1 EMD is to be deposited by the tenderer as per tender document.
- 10.2 EMD given by unsuccessful tenderers shall be refunded normally within 15 days of acceptance of work by the successful tenderer.
- 10.3 EMD shall not carry any interest.



Annexure II

- 10.4 EMD by the tenderer will be forfeited if after opening of the tender, the tenderer revokes his tender within validity period or increases his earlier quoted rates or the tenderer does not commence the work within the period as per LOI/Contract.
- 10.5 MSEs (Micro and Small Enterprises) are exempted from payment of Earnest Money Deposit (EMD). Note: MSE suppliers can avail the intended benefits only if they submit along with 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 CA certificate (format enclosed as per Annexure-IV 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 date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids 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.

11. TENDER EVALUATION

- 11.1 After the process of Technical Bid evaluation, Price Bid opening / Reverse Auction (RA) will be done for all technically qualified vendors. BHEL reserves the right to finalize the tender through RA.
- 11.2 The valuation will be on the basis of delivered cost i.e. "total cost to BHEL".
- 11.3 Prices of optional item, if any, shall not be considered for Price evaluation and Ordering, unless specifically called for in the enquiry and built into the price bid. The Lease tax/RTU Tax shall be extra at actuals and will be considered for price evaluation and comparison.
- 11.4 Vendor has to quote for all items in the Price Bid (Annexure – V). The comparative statement for selecting the L1 Vendor shall be made by "Total Price in 5 years lease" after deduction of price offered for Buy Back of existing Equipment. The Order will be place to L1 vendor, the evaluation will be done in totality of all items, and there will be no item wise splitting of order.
- 11.5 AMC charges of all equipment for the 6th and 7th year (After completion of lease period of 5 years) shall be quoted in percentage on the unit outright value (Annexure -VI). The percentage of AMC charges quoted will not be considered for evaluation of L1 either through price bid opening or RA.
- 11.6 The successful bidder shall have to accept to undertake the AMC after lease period in case BHEL requires AMC from them.
- 11.7 BHEL reserves the right to negotiate with L1 vendor for AMC charges.

12. REVERSE AUCTION (RA)

- 12.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Successful bidder after RA has to furnish breakup of RA closing price between all the items tendered for and arrive at cash outflow and "total cost to BHEL".
- 12.2 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those



bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Online sealed bid' in the Reverse Auction. Non-submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

12.3 Terms & Conditions and Business rules for of RA are contained in Annexure-VIII.

13. ACCEPTANCE OF LOI/ORDER

Letter of vendor's acceptance for the Letter of Intent (LOI) from BHEL is to be submitted within one week of issue date of LOI/Order.

14. SITE PREPARATION

BHEL will provide the power points and networking points at each of their sites for the installation of equipment.

15. NEW/BETTER SYSTEM

During the contract period of this rental agreement, if new/better systems are available and if desired by BHEL, the existing system shall be replaced by the vendor on mutually agreed terms and price.

16. VALIDITY OF OFFER

Offer shall be valid for four months from tender opening date.

17. PAYMENT TERMS

Quarterly payment after completion of quarter after adjusting any penalties/deduction according to the tender condition.

18. MODE OF PAYMENT:

Payment will be made by way of Electronic Fund Transfer.

19. TRANSFER OF OWNERSHIP

The transfer of ownership of the Equipment, which is in efficient working condition and is also decided to be taken over by BHEL shall be made automatically in favour of BHEL at the termination of the lease period of five years. The Govt. taxes, if any, and to the extent chargeable, shall be borne by vendor.

20. TERMINATION OF ORDER / LEASE AGREEMENT & ITS CONSEQUENCES

- 20.1. Lessee will issue a written notice of non-compliance to the vendor / lessor and after a rectification period of one month, termination clauses will be applicable.
- 20.2. Lessee reserves the right to terminate the order / contract, either wholly or in part upon situations arising due to non-compliance of stipulations of the order / contract by the vendor / lessor, at the risk and cost of the vendor / lessor.



Annexure II

- 20.3. Lessee reserves the right to terminate the order/contract or a portion thereof for the contracted Systems/Goods not delivered within the stipulated period, and procure from an alternate source at the risk and cost to the vendor. The vendor shall be liable to the Purchaser/Lessee for any additional costs thereof.
- 20.4. Vendor / lessor shall continue the performance of the order / contract under all circumstances, to the extent not cancelled.
- 20.5. Consequences: As soon as the lease agreement is cancelled / terminated by the lessee, no lease charges will be payable to the lessor for the cancelled part of the agreement. Meaning of "cancelled part" is either undelivered part or delivered but not adhering to our specifications / T & C and vendor is unable to rectify the issue even after rectification period.
- 20.6. **Foreclosure:** In case of foreclosure of the lease agreement in part or full by the BHEL for reasons not attributable to the lessor / vendor, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period. Ownership of the equipment shall be transferred to BHEL. Notice period of one month shall be given, in case foreclosure clause is exercised.

21. PATENTS & TRADEMARKS

- 21.1. Vendor / lessor shall at all times fully indemnify and keep indemnified the purchaser/lessee (BHEL) against all claims which may be made in respect of systems/ goods/ software supplied by the vendor/lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against the purchaser / lessee (BHEL), purchaser / lessee (BHEL) will inform the vendor / lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
- 21.2. However vendor / lessor will have no obligation for any claim or infringement arising from third party products not supplied in the order, modifications and technical information / instructions advised by purchaser and use of products prohibited by product manuals.
- 21.3. All such claims will be settled as per Indian laws.

22. MISCELLANEOUS

- 22.1. All power, communication special cables and connectors etc. shall be provided by the vendor at no extra charge.
- 22.2. The vendor shall ensure that the Equipment supplied belongs to it and that they are entitled to sell the same.
- 22.3. The vendor shall give full support to connect the new equipment with the existing equipment like storage, tape drives, switches etc. if required.

23. SUBCONTRACTING

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

24. CONFIDENTIALITY

Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser 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.

25. CLAIMS

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

26. ARBITRATION

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitrator shall be Haridwar only.

27. JURISDICTION

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

28. GOVERNING LAW

This contract shall be governed in all respects by Indian law.

29. FORCE MAJEURE

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

30. LIMITATION OF LIABILITY

The vendor's / Lessor's liability will be limited to the scope / order value of this contract only.

31. INDEMNITY

31.1. Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software /Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order,



modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

- 31.2. All such claims in this regard will be settled as per Indian laws.
- 31.3. In the event of any such claims being made against the purchaser, purchaser will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

32. E-WASTE DISPOSAL

- 32.1. Vendor shall ensure full compliance to E-waste (Management and Handling) Rules, 2011 for products being supplied to BHEL
- 32.2. Vendor should ensure that either they or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state.
- 32.3. Vendor shall manage a system directly or with a help of any professional agency for collection and channelization system of E-waste generated by the end of lifecycle of products supplied by it or whenever BHEL discards these products as E-waste.
- 32.4. Vendor shall arrange for collection of e-waste generated at the end-of-life from BHEL or whenever BHEL discards these products as E-waste and channelize the waste to authorized collection centers or recyclers/dismantlers under E-waste (Management and Handling) Rules, 2011. Also, Vendor shall bear all costs including transportation costs etc. involved in the aforesaid arrangement.
- 32.5. Vendor shall provide the full contact details including helpline number of the authorized collection centers and collection points or their collection mechanism being used by them to BHEL and such information should be periodically updated.

33. INFORMATION SECURITY REQUIREMENTS

- 33.1. BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- 33.2. BHEL Information Security Policy is as follows:
"BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."
- 33.3. In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- 33.4. The vendor / personnel deputed by vendor shall comply with following requirements:
 - i. Personnel deputed by vendor shall follow the ISMS system requirements.
 - ii. Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
 - iii. Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
 - iv. When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.



Annexure II

- v. If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by ITX.
- vi. He / she shall maintain and service only that equipment which comes under his /her scope of contract.
- vii. Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
- viii. Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- ix. Any information security incident and / or security breaches shall be immediately reported to BHEL.
- x. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

Information Technology Centre, HEEP, BHEL, Haridwar		
Tender No: HW/ITX/2/1246 Dated: 9/1/2015		
Pre-Qualification Criteria		
S.No	Description	Evidence Required
1	The bidder should be either OEM or authorized partner of OEM to supply, install and maintenance of the equipment. For this tender, definition of OEM means manufacturer of equipment that is to be supplied under this tender - SAN Storage Devices, Backup Software & Appliances, Backup Server Hardware and Tape Library.	Incase bidder is not OEM then OEM authorization letter along with assurance of back to back support from OEM.
2	OEM must have registered offices and service support centres in India.	Copy of Registration certificate & Support centre details from authorized signatory or verifiable through public domain.
3	A) The bidder should have average annual turnover of at least INR 87 Lacs for last three consecutive financial years (FY 2013-14, 2012-13, 2011-12). B) The bidder should have positive net worth for the last 3 financial years ending with FY 2013-2014.	Audited Balance Sheet and Profit & Loss Statements OR Certificate from statutory Auditors
4	A) The bidder should have executed (completion of supply & installation) IT equipment (such as Storage, Tape Library, Server, Printers, UPS, Network Devices etc.) one Lease Order having order value of atleast of INR 2.3 Crores or one Outright Purchase Order of atleast INR 2 Crores during last 7 years ending with FY 2013-2014. OR B) The bidder should have executed (completion of supply & installation) IT equipment (such as Storage, Tape Library, Server, Printers, UPS, Network Devices etc.) two Lease Order having order value of atleast of INR 1.4 Crores or two Outright Purchase Order of atleast INR 1.2 Crores during last 7 years ending with FY 2013-2014. OR C) The bidder should have executed (completion of supply & installation) IT equipment (such as Storage, Tape Library, Server, Printers, UPS, Network Devices etc.) three Lease Order having order value of atleast of INR 1.2 Crores or three Outright Purchase Order of atleast INR 98 Lakhs during last 7 years ending with FY 2013-2014.	Proof of Outright Purchase/Lease Order along with full address, telephone number, email address of the customer including value of the Order.
5	Bidder should have PF no./ESI no./Medical policy for executing the contract.	Proof to be submitted
6	Bidder shall have VAT / Service Tax Registration.	Proof to be submitted
7	In case bidder comes under the category of MSEs (Micro and Small Enterprises)	MSE bidders can avail the intended benefits only if they submit along with 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 CA certificate (format enclosed as per Annexure-IV 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 date of bid opening (Part-1 of two part bid).

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 forMicro / 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

Information Technology Centre, BHEL, Haridwar

Tender No: HW/ITX/2/1246 Dated:9/1/2015

Price Bid

- Note:**
- All values are to be quoted in Indian Rupees(INR).
 - Lease charges should be quoted for all items in SEC-1. Each item quote should be provided individually.
 - Details of items for the required solution including equipment under buy-back are as per Annexure - I.
 - The comparative statement will be made by Total Price in 5 years Lease (P5) after deduction of price offered for Buy Back of existing Equipment in SEC-2.
 - Price quoted should be inclusive of all taxes except for Service Tax. Service Tax as applicable will be paid extra. Vendor should clearly mention all applicable inclusive taxes (if any).

SN	Item	Quantity	Unit Qtrly Charges towards Equipment Cost	Total Qtrly Charges towards Equipment Cost	Qtrly Charges Towards Equipment Maintenance	Qtrly Charges towards Interest	Total Qtrly Lease (Inclusive of Maintenance & Interest)
SEC -1	Detailed Specs are in Annexure-I	a	b	c = a x b	d	e	f = c + d + e
1	Storage Array Primary Data Centre	1					
2	Storage Array Secondary Data Centre	1					
3	SAN Switch (Primary & Secondary Data Centre)	4					
4	Backup Software with integrated appliance	1					
5	Tape Library	1					
6	Backup/Media Server (if required)	1					
7	Any other Items (Deployment & Resident Engineer etc)						
8	Any other Items						
P1	Total Quarterly Price for SEC - 1 (P1)						

SEC - 2	Buy Back of existing Equipment	Quantity	Total Buy-Back Price (P2)
1	Details as per Annexure -I	1 Lot	
P3	Quarterly Price for SEC -2 (P3 = P2/20)		
P4	Total Quarterly Price (P4 = P1-P3)		
P5	Total Price in 5 years Lease (P5 = P4 x 20)		

Note:

- Mention current rate/percentage of applicable Service tax which is excluded in the above quoted price.
- Mention current rate/percentage of all inclusive taxes (if any) in the above quoted price.

Information Technology Centre, BHEL, Haridwar

Tender No: HW/ITX/2/1246 Dated:9/1/2015

**AMC Charges for 6th & 7th year
(after completion of 5 years lease contract)**

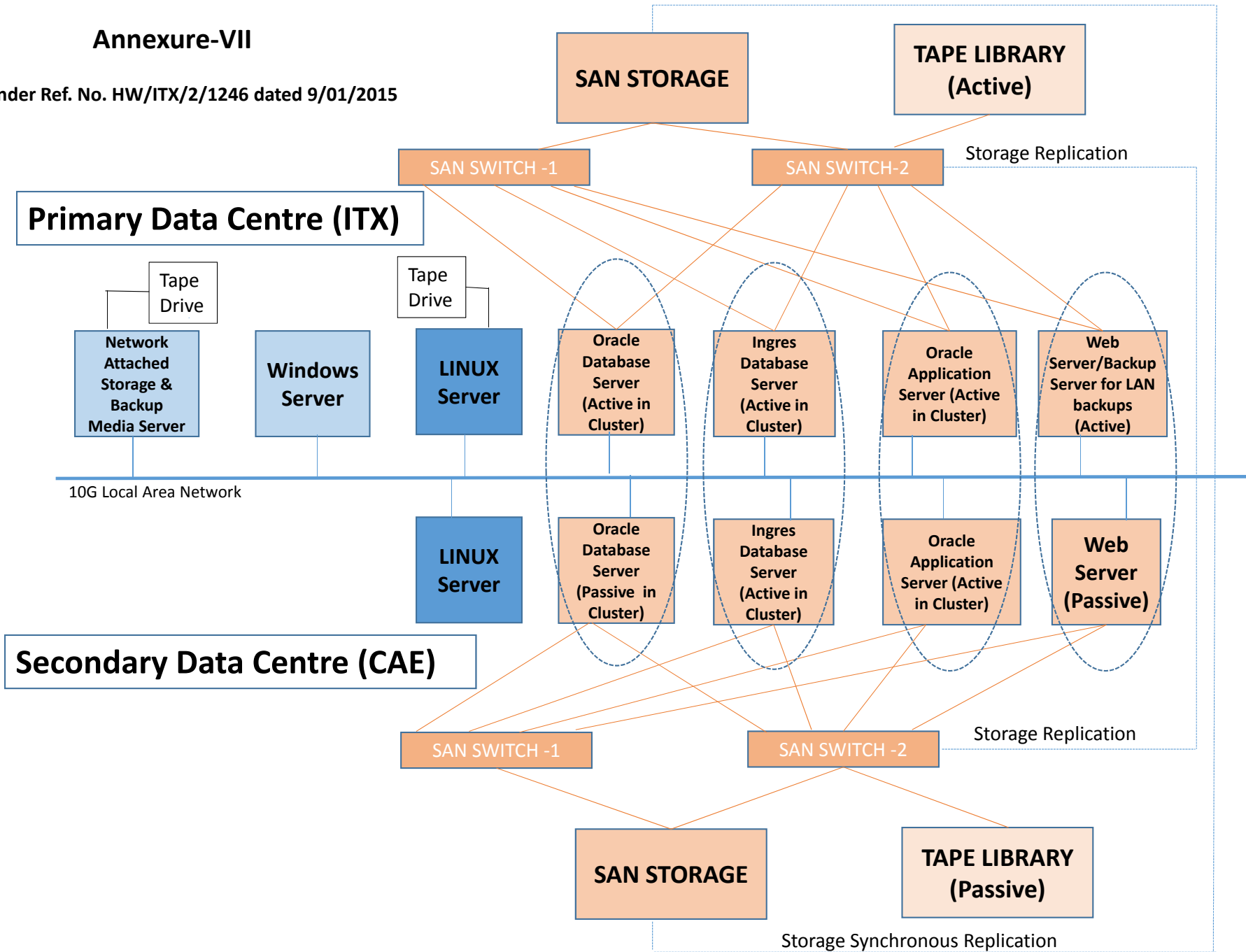
1. AMC Charges for 6th and 7th year (after completion of 5 years lease contract period to be quoted in percentage of outright value of unit Price.
2. It should be quoted in percentange format (e.g. 8% of unit outright value) only not in INR.
3. AMC charges will not be considered for evaluation purpose.

SN	Item	Quantity	6th year AMC charge in percentage of outright value of the unit price	7th year AMC charge in percentage of outright value of the unit price
	Detailed Specs are in Annexure-I		%	%
1	Storage Array Primary Data Centre	1		
2	Storage Array Secondary Data Centre	1		
3	SAN Switch (Primary & Secondary Data Centre)	4		
4	Backup Software with integrated appliance	1		
5	Tape Library	1		
6	Backup/Media Server (if supplied)	1		

Annexure-VII

Tender Ref. No. HW/ITX/2/1246 dated 9/01/2015

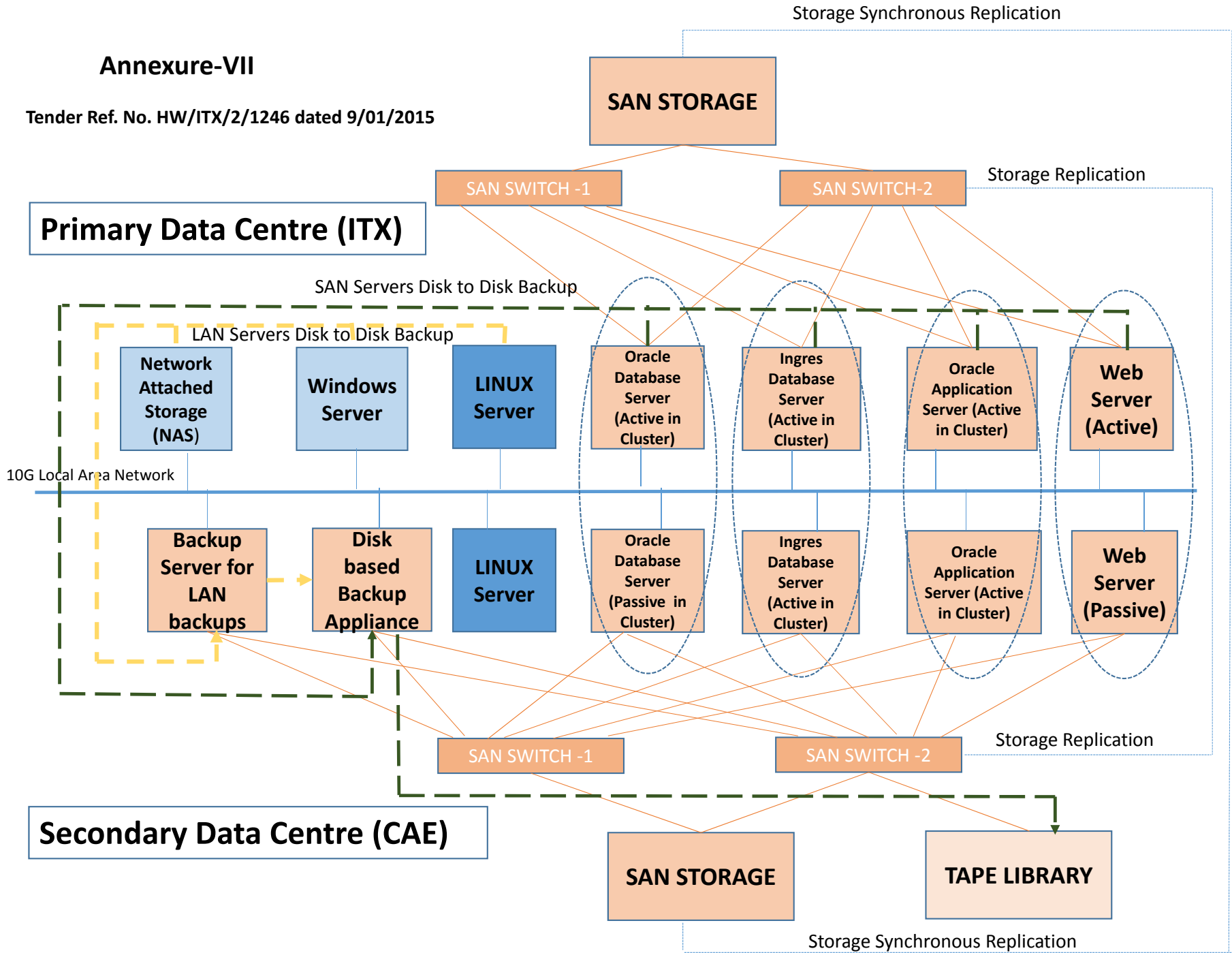
Storage Synchronous Replication



Existing Infrastructure SAN Storage & Distributed Backup System

Annexure-VII

Tender Ref. No. HW/ITX/2/1246 dated 9/01/2015



Proposed Infrastructure SAN Storage & Consolidated Backup Solution

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no *{tender number....date...}*. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. *{...}* dated *{...}*, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*:

- **Online Sealed Bid:-**

- *{Start Time:*
- *Close Time: }*

- **Online Reverse Auction:-**

- *{Start Time:*
- *Close Time:}*

2. Auction extension time: If a bidder places a bid in the last *{...}* minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another *{...}* minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last *{...}* minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last *{...}* minutes. In case, there is no bid in the last *{...}* minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. *{Service provider}* with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

- 4. Bidding currency and unit of measurement:** Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

- 5. Validity of bids:** Price shall be valid for {... *days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 6. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 7. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- 9.** If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be

clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. { Service provider} is responsible for such eventualities.

- 13.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {*Service provider*}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {*Service provider*} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
- 21.**After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 22.**BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
- 23.**BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 24.**Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 25.**Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
- 26.**BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
- 27.**If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

RA price confirmation and breakup

To

- **M/s.** *Service provider*
- *Postal address*

CC: M/s BHEL

*{Unit-
Address-}*

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of *{Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total	-	===== Rs. =====
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Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal: