



Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu.

INFORMATICS CENTRE

BAP:IC:7532: DATED 07.05.2014:: AMC for Database Server

The tender is uploaded in our BHEL Web site as per CVC guide lines vide Office Order No. 10/02/04.

Only those vendors who are all the registered vendor for this work is allowed to participate in this tender. These registered vendors will get the hardcopy and the email notification on this Tender.

Interested Vendors may contact with their credentials to SM / IC, BHEL, BAP, Ranipet – 632 406, mpsiva@bhelrpt.co.in, 04172-284383 for due enlistment for future such tenders.

Last date for submission of Tender: **26.05.2014 14:00 Hrs**

Opening of Tender (Technical Bid): **26.05.2014 14:30 Hrs**

Sr. DGM/ Informatics Centre

TENDER SPECIFICATION FOR AMC OF DATABASE SERVER

1.0 The scope of work

AMC for the existing HP rp8420 UNIX server infrastructure running business application systems (IBAPUSER) installed at BHEL, Ranipet and all other accessories supplied as part of 5 years lease rental contract plus two years AMC.

Existing setup for which AMC is required

BHEL Ranipet has installed 2 HP servers (one at DC and one at DR) in cluster at BHEL, Ranipet for running business applications across the unit. The 5 year lease rental contract of these servers expired on June 2012 and two years AMC for these servers are expiring in June 2014. It is planned to extend AMC for these servers for another 1 year.

Following is the minimum service requirement from vendors during AMC period.

1. The AMC is for a period of one year for the equipment as in **Annexure-A** and the AMC charges shall include the following:

AMC period : 01-07-2014 to 30-06-2015

- a) Maintenance charges for both hardware and software supplied along with the hardware for AMC period and cost of resident engineer posted at site.
 - b) All applicable taxes. The applicable taxes and their values included shall be clearly indicated in the quote. BHEL will reimburse applicable taxes like VAT, Service Tax etc. on 100% of the contract price only.
2. The AMC value is firm for the entire AMC period however BHEL reserve the right to terminate AMC after six months at one month notice period without any cost implication. In case the termination of contract in between a quarter, prorata AMC will be paid for the serviced period. In case the vendor terminates the AMC contract or refuses to continue AMC before the contract period, BHEL reserves the right to claim damages for the remaining period which will not be more than the contract value.
 3. The vendor shall carryout proper maintenance of the existing hardware and software so as to ensure and provide a minimum of 97% uptime (PM counted as downtime) on a monthly basis assuming a 24-hour working day. This figures has to be guaranteed and in the event of the system not performing to the guaranteed level, pro-rata reduction will be made in AMC charges to be paid to vendor. The vendor is to note that, in case of breakdown of any critical equipment, the prorata cut will also apply to all other hardware and peripherals affected by the breakdown. For uptime below 97% the pro rata cut will be based on **twice the quarterly AMC charges**.
 4. One resident engineer with at least four years' experience in independently supporting HP servers, storage and tape library in cluster to ensure 97% availability, shall be posted on site with sufficient stocks of hardware spares. BHEL will not be able to provide any boarding or lodging facilities for the service engineers. Posting of service engineer already familiar with existing set up is preferable.
- a. Timing of resident engineer will be from 8:00 AM to 6:00 PM and the working days will be

Monday to Saturday except the national holidays. However in case of break down or urgent requirement as decided by BHEL ,on site engineer will be asked to come at any time, stay late and work till the breakdown /emergency is over.

- b. Resident engineer must be a degree holder.
 - c. Resident engineer should be HP-UX administration certified and will do all the required HP-UX administration, Administration of SAN storage, Data protector and tape library.
 - d. The attendance of resident engineer will be maintained by the BHEL Ranipet. In case if the resident engineer goes on leave for more than 1 day suitable substitute has to be arranged by the vendor.
 - e. In case the resident engineer leaves the company the replacement has to be provided within 48 hours
5. Taking of system backups and other application backups in regular interval is the responsibility of the resident engineer.
 6. If the availability of the system, or part thereof, is continuously below 95% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.
 7. The spare components offered must be capable of using existing tapes and media used with the present system.
 8. The vendor shall do the upgrading and patching for all the software (excluding database software) during the AMC period required for stability and performance tuning of systems under maintenance.
 9. Quarterly AMC charges (after deducting pro-rata AMC cut, in case of availability less than 97% on monthly basis) become payable at the end of each Quarter.
 10. AMC payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate issued by the end user. The System Uptime Certificate will be issued by the end user within 4 days from the date of submission of the invoice for the AMC charges.
 11. For the HP products, Precision AC, Switches, UPS and Biometric system Vendor needs to have back to back agreement with OEM for technical support (both remotely and on-site) and for replacement of the faulty part for the AMC period. The vendor shall furnish document proof to confirm back to back support entered with OEM for support, Spares, OS and Backup software and the authority to book calls and order for spares directly with OEM by resident engineer.
 12. Vendor should submit Authorization Certificate as per Annexure V from HP for this Tender along with the technical bid

The above terms and conditions are accepted.

Place:

Date:

Signature of the Vendor with Seal

Annexure - A

**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet, Tamil Nadu, India.**

Sl.No	Description	Quantity (In No.s)
1	HP-UX PA-RISC Servers with Expansion Unit	2
2	HP EVA 8000 SAN Storage	2
3	HP Proliant DL380 Storage Server	2
4	HP SAN Switches	4
5	Tape Library with HP Data Protector Software	2
6	Cisco LAN Switches	8
7	Emerson Network Power 20KVA UPS	2
8	Emerson Network Power 10T Precision Air Conditioners	4
9	Bio-Metric Access Control Systems	4

Details

Make	Model	Serial Number	Configuration
HP	HP 9000 rp8420	SGH4711KDL	PA-RISC 8900 1.1GHz Dual core processors 7Nos, 112GB SDRAM DIMM, 72GBx8 disks, 146GBx2Disks
HP	HP 9000 RP8420	SGH4711KDM	PA-RISC 8900 1.1GHz Dual core processors 7Nos, 112GB SDRAM DIMM, 72GBx8 disks, 146GBx2Disks
HP SAN Storage	HP EVA 8000	SGH0712X26	72GB FC Disks – 164Nos.
HP SAN Storage	HP EVA 8000	SGH0712X27	72GB FC Disks – 164Nos.
HP Proliant	DL 380 G5	SGH7112SV3	Intel Xeon 2.66GHz CPU, 72GBx2Disks, 1GB RAM
HP Proliant	DL 380 G5	SGH7112SV4	Intel Xeon 2.66GHz CPU, 72GBx2Disks, 1GB RAM
HP SAN Switch	4/32 Base SAN Switch	USB703R5TG	32 Ports
HP SAN Switch	4/32 Base SAN Switch	USB703R5SN	32 Ports
HP SAN Switch	4/32 Base SAN Switch	USB703R5TF	32 Ports
HP SAN Switch	4/32 Base SAN Switch	USB703R5TB	32 Ports
HP Tape Library	MSL 6000 Series	2U27060013	2 LTO3 Drives, 58 Tape Slots and 2 Mail Slots
HP Tape Library	MSL 6000 Series	2U27040002	2 LTO3 Drives, 58 Tape Slots and 2 Mail Slots

HP Tape Array	5300	SGF0703147	4 DAT 72 Tape Drives
HP Tape Array	5300	SGF0702130	1 DVD Drive 1 DAT 72 Tape Drive
HP Tape Array	5300	SGF0703144	4 DAT 72 Tape Drives
HP Tape Array	5300	SGF0703146	1 DVD Drive 1 DAT 72 Tape Drive

Cisco Switch, Precision AC, UPS and Bio-Metric Access Control Systems

Make	Model	Serial Number	Configuration
Cisco	WS-C3750-24T-S	CAT1106NGPS	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1114ZJHN	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1117ZK6S	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1117NL7W	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1106NGKR	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1109RJ0R	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1106NGUZ	24Ports Gigabyte E-Net
Cisco	WS-C3750-24T-S	CAT1117ZK8E	24Ports Gigabyte E-Net
Emerson	PEX135FA-100	071540135178	10T Precision Air Conditioner
Emerson	PEX135FA-100	071540135179	10T Precision Air Conditioner
Emerson	PEX135FA-100	071540135180	10T Precision Air Conditioner
Emerson	PEX135FA-100	071540135174	10T Precision Air Conditioner
Emerson	S420D	0704201052	20KVA UPS
Emerson	S420D	0704201053	20KVA UPS
Europlex	MS5E1	Nil	Verid+ Finger Print Reader and DATS Attendance Recording Terminal
Europlex	MS5E1	Nil	Verid+ Finger Print Reader and DATS Attendance Recording Terminal
Europlex	MS5E1	Nil	Verid+ Finger Print Reader and DATS Attendance Recording Terminal
Europlex	MS5E1	Nil	Verid+ Finger Print Reader and DATS Attendance Recording Terminal

2.0 Statutory requirement

- A) The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- B) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is as given below

Basic Pay – Rs 4050/-
 DA – Rs 4175/-
 BHEL ADHOC – Rs 4100 /-
 PF and ESI applicable on Rs 12325/-

- C) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution

3.0 Price and Validity:

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- Price should be valid for a period of ninety days from the date of opening of the tender.
- Bidder should give the price bid in the format as per Annexure - I.

4.0 EMD

An amount of **Rs. 1,50,000.00(Rupees One lakh fifty thousand only)** will have to be paid as EMD(Earnest Money Deposit) either as cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet".

Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per clause 12.0

5.0 Security Deposit :

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

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be remitted before start of the Work.

- b) Security Deposit may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of Scheduled Banks, subject to realization.
 - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of

Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

Vendors registered with NSIC will be exempted from depositing Security Deposit amount on submission of proper documents as per clause 12.0.

6.0 Payment Terms :

Payment will be made on quarterly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre.

7.0 Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

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

9.0 Non-Disclosure Agreement :

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

10.0 Discrepancy in “words “ & “ Figures “

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

11.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

12.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act 2006,(Entrepreneur memorandum
No(Part-II)..... dtd:.....
Category :.....(Micro/Small). (Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....
Lacs for.....Micro/Small (Strike off which is not applicable) Category under
MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)
Name-

Membership number
Seal of Chartered Accountant

13.0 Service Level Agreement:

Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – III.

14.0 Tender Opening Date and Time :

Last date for submission of Tender: **26.05.2014 14:00 Hrs** and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender (Technical Bid): **26.05.2014 14:30 Hrs** at Informatics Centre.

15.0 Instruction for submission of Offer :

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.

15.1 Technical Bid

The Technical bid translated in English if submitted in other official languages of Government of India shall contain

1. EMD
2. Copy of Service Tax registration Certificate, TIN No. and PAN No.
3. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.

15.2 Price Bid

The price bid shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.

- Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as AMC for Database server and bidder's Name, Stamp and Signature.
- Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as 'AMC for Database server' and bidder's Name, Stamp and Signature.
- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Mr. M P Sivasubramani, Sr. Manager/ Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu (State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.

16.0 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for AMC of database server at BHEL, Ranipet complex for a period of One year from the date of LOI

BHEL may resort to “REVERSE AUCTION PROCEDURE”, i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction. The details of Service provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. Also will be communicated through service provider for compliance.
5. Venders have to fax the compliance from in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Service Tax for Service for each of the vendor to enable them to fill – in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled – in prescribed format as provided on case – to – case basis to BHEL through Service provider within 24 Hours of auctions without fail.
10. Any variation between the on – line bid value and the signed document will be Considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure from this tender Enquiry, the price bids and impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’ s standard practice.

CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	Vendor must provide 97% uptime every month assuming 24X7 working time during entire AMC period		
2.	For uptime below 97% the pro rata cut will be based on twice the quarterly AMC charges.		
3.	<p>One resident engineer with 4 yrs. experience in independently supporting HP servers, storage and tape library in cluster to ensure 97% availability, shall be posted on site.</p> <ul style="list-style-type: none"> • Timing of resident engineer will be from 8:00 AM to 6:00 PM and the working days will be Monday to Saturday except the national holidays. However in case of break down or urgent requirement as decided by BHEL ,on site engineer will be asked to come at any time, stay late and work till the breakdown /emergency is over. • Resident engineer should be HP-UX administration certified and will do all the required HP-UX administration, Administration of SAN storage, Data protector and tape library. • The attendance of resident engineer will be maintained by the BHEL Ranipet. In case if the resident engineer goes on leave for more than 1 day suitable substitute has to be arranged by the vendor. • In case the resident engineer leaves the company the replacement has to be provided within 48 hours • Taking of system backups and other application backups in regular interval is the responsibility of the resident engineer. 		
4.	The vendor shall furnish document proof to confirm back to back support entered with OEM for support, Spares, OS and Backup software and the authority to book calls and order for spares directly with OEM by resident engineer.		
5.	Vendor must comply statutory requirements as mentioned in clause 2.0		

6.	Payment Terms : Payment will be made on quarterly basis at the end of each quarter after receipt of invoice and duly certified the same by Informatics Centre		
7.	Vendor must submit Copy of Service Tax registration Certificate, TIN No. and PAN No.		
8.	Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – III		
9.	The vendor shall do the upgrading and patching for all the software (excluding database software) during the AMC period required for stability and performance tuning of systems under maintenance.		
10.	The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure – II		
11.	Vendor should submit Authorization Certificate as per Annexure V from HP for this Tender		
12.	Acceptance for Electronic Fund Transfer / RTGS transfer as per Annexure IV		
13.	Vendor should comply all the clauses of Tender specification in total.		

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

ANNEXURE I

PRICE BID FORMAT

Sl. No	Description	Qty	AMC Period		Price in INR (A)	VAT on X% of A		ST on Y% of A		Total Price
			From	To		VAT%	Amt	ST%	Amt	
01	AMC for HP Servers and Storage	2	01/07/2014	30/06/2015						
02	AMC for UPS - Libert	2	01/07/2014	30/06/2015						
03	AMC for Bio- Metric System	4	01/07/2014	30/06/2015						
04	AMC for AC – Emerson	4	01/07/2014	30/06/2015						
05	Expandability (Accessories)	1	01/07/2014	30/06/2015						
06	Cost of One Resident Engineer	1	01/07/2014	30/06/2015						
Total (Rs)										

Note: BHEL will reimburse applicable taxes like VAT, Service Tax etc. on 100% of the contract price only.

X+Y should not exceed 100%

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name
Company
Signature

Contract Ref:

Agreement for AMC of database server

This agreement made on this ____ day of ____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED,RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining database server and accessories and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for <tender name> for a period of <contract period> as per contract ((<loi ref no and date>)) and 'Company' has agreed to provide AMC for Database server to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract ((<loi ref no and date>)). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide <tender name> at BHEL, Ranipet for a period of <period> in consideration of the payment as per Terms and Conditions of the Contract. This contract can be short closed after six months with one month notice period, if required by BHEL.

3. DEFINITIONS:

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

4. PAYMENT TERMS:

<payment terms>

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

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

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE

ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

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

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of <year>.

ANNEXURE IV

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL
Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

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

AUTHORIZATION BY OEM (M/s HP)

Date: _____

To,

Sr. Manager
Informatics Centre
BHEL, RANIPET

Subject: **Letter of Authority**

Tender Ref. No.: **BAP:IC:7532: DATED 07.05.2014:: AMC for Database Server**

Dear Sir,

We hereby authorize _____ who has all India presence and fulfills the requirements of the tender enquiry ref. no. BAP/IC/7532 dated 07.05.2014 to quote/ negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. HP-UX PA-RISC Servers with Expansion Unit
2. HP EVA 8000 SAN Storage
3. HP Proliant DL380 Storage Server
4. HP SAN Switches
5. Tape Library with HP Data Protector Software

The authorized agency would ensure reliable service during complete AMC period.

In case of any default we would do alternative arrangement on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For _____

Note: This 'Letter of Authority' should be issued on the letterhead of OEM and enclosed along with technical bid.