



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)
Phone: 01334-284614, FAX: 223948 E-mail: megha@bhelhwr.co.in

HW/ITX/2/1168
19th March, 2014

Dear Sir,

Subject: Annual Maintenance Contract (AMC) for the period of One Year for SAN Storage Equipment, Tape libraries, Heavy Duty Fanfold Printers and UPS.

1. Bharat Heavy Electricals Limited (BHEL) had procured Storage and Backup Solution along with Heavy Duty Fanfold Laser Printers and UPS through a 5 years lease contract, this lease contract is expiring on 31/3/2014. BHEL intends to enter into One Year Annual Maintenance Contract (AMC) of these equipment in the view of their existing performance, good running condition, capacity utilization and remaining useful life. BHEL invites offers for the One Year AMC of all these equipment (Equipment details given in Annexure I).
2. The tender document & Annexure details are as follows:

Annexure I	List of Equipment
Annexure II	Pre-Qualification Criteria
Annexure III	Scope of Work & Terms and Conditions
Annexure IV	Price Bid Sheet

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 Technical Bid envelope should enclose your technical offer comprising Pre-Qualification Criteria compliance documents/proof as per Annexure-II, Scope of Work & Terms and Conditions (Annexure-III) and unpriced bid as per Annexure-IV. All submitted Annexures and documents should be duly signed/stamped.
5. The Commercial Bid envelope should enclose Price bid only. It must be in same format as Annexure IV.
6. The Terms and Conditions given in Annexure-III will 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.
7. Vendor must meet the Pre-Qualification Criteria as per Annexure-II. 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 IV. 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 –III



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9. Earnest Money Deposit (EMD) of Rs. 60,000/- 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. The offers in sealed envelopes (as stated in above para-2,3,4 & 5) should be submitted latest by **2.00 P.M. on 09/04/2014** 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.

11. The technical bids will be opened on the day of submission of the offers at 2.30 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
12. All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL Haridwar websites (www.bhel.com & www.bhelhwr.co.in) only. Bidders should regularly visit websites to keep themselves updated.

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.



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Checklist for submitting the bid is as under:

To be submitted with Technical Bid:

Sl.	Annexure	Description	Remarks
1	Annexure II	Pre-Qualification Criteria Compliance	All referred documents/proofs to be submitted
2	Annexure III	Scope of Work & Terms and Conditions	Signed and Stamped Copy
3	Annexure IV	Unpriced Price Bid	Signed Copy Mention all applicable taxes without quoting the price
4		EMD	EMD of Rs.60,000/-

To be submitted with Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure IV	Price Bid	In a separate sealed envelope

Thanking you,

Yours faithfully,

(Megha Meshram)
Sr.Engineer/IT

Tender No: HW/ITX/2/1168 Dated:19/3/2014

List of Equipment

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	
3)	Heavy Duty Fanfold laser Printer		3 Nos.
	PSI PP4050	91200647	
	PSI PP4050	91200648	
	PSI PP4050	91300649	
4)	UPS		1 Set
	2 Nos. of EATON UPS PW9155- 15KVA, running in Parallel Mode	2D241FBB71 & 2D241FBB72	

Tender No: HW/ITX/2/1168 Dated:19/3/2014

Annexure -II Pre-Qualification Criteria

S.No	Description	Evidence Required
1	The bidder should be either OEM or authorized partner of OEM to support the maintenance of the equipment	Incase bidder is not OEM then OEM authorization letter along with assurance of back to back support from OEM.
2	<p>a) The bidder should have executed at least one order of AMC having order value atleast of 15 Lakhs of IT equipment such as Servers, Printers, UPS, Storage, tape library, Network Devices etc. during last 5 years.</p> <p style="text-align: center;">OR</p> <p>B) The bidder should have executed at least two orders of AMC having order value atleast of 7 Lakhs of IT equipment such as Servers, Printers, UPS, Storage, tape library, Network devices etc. during last 5 years.</p> <p style="text-align: center;">OR</p> <p>C) The bidder should have executed at least three orders of AMC having order value atleast of 3 Lakhs of IT equipment such as Servers, Printers, UPS, Storage, tape library, Network Devices etc. during last 5 years.</p>	Proof of AMC order or Purchase/Lease Order having AMC component of the equipment along with full address, telephone number of the customer including value of the Order.



SCOPE OF WORK & TERMS AND CONDITIONS

1 SCOPE OF WORK:

Comprehensive onsite maintenance services with **back to back OEM Support** for entire contract period for SAN Storage Equipment, Tape library, Heavy Duty Fanfold Printers and UPS. Details of the equipment enclosed in Annexure –1. Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working running condition. Wherever required, periodic maintenance should be carried out to keep the equipment in good working condition.

2 GENERAL:

- a) The maintenance contract will be for the period of 1 year only. No escalation of cost, due to any reason, will be admissible during this period. The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime, if any, shall be made from quarterly AMC 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.
- b) No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- c) Back to Back AMC support certificate from OEM shall be submitted by successful vendor within 15 days of placement of order.
- d) The downtime penalty will be deducted if the above specified uptime of equipment are not met.
- e) The vendor shall keep the necessary spare parts to ensure smooth and trouble free maintenance service.
- f) Successful vendor shall enter into AMC agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- g) The successful 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.

3 EARNEST MONEY DEPOSIT (EMD):

- a) EMD is to be deposited by the tenderer as per tender document.
- b) EMD given by unsuccessful tenderers shall be refunded normally within 15 days of acceptance of work by the successful tenderer.
- c) EMD shall not carry any interest.
- d) 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.



4 SECURITY DEPOSIT:

- a) Security Deposit should be deposited by the successful vendors at BHEL Haridwar. The Security Deposit shall be collected before start of the work by the vendor. The rate of Security Deposit will be as below based on the Tender Order value:
1. Up to 10 lakhs: 10%
 2. Above Rs. 10 lakhs upto 50 lakhs: Rs. 1 lakh + 7.5% of amount exceeding Rs. 10 lakhs.
 3. Above Rs. 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs
- 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 realization.
 - iv. Securities available from Post Offices such as NSC, Kisan Vikias Patras etc. (Certificates should be held in the name of Vendor 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 Receipt 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
- c) Security Deposit can 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 collected before start of work and balance 50% may be recovered from the running bills. (Note: In case of small value contracts not exceeding Rs. 10 lakhs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).
- d) EMD of the successful bidder can be converted and adjusted against the security deposit. The deposit shall be refunded after the successful completion of the contract.
- e) The security deposit shall not carry any interest.
- f) Security deposit shall be liable to forfeited in case of breach/nonfulfillment of liabilities in contract by vendor

5 TENDER EVALUATION, APPOINTMENT & DISTRIBUTION OF WORK:

- a) After the process of Technical Bid evaluation, Price Bid opening / RA (Reverse Auction) will be done for all technically qualified vendors. BHEL reserves the right to finalize the tender through Reverse Auction (In case of RA, Terms and conditions will be intimated).
- b) The valuation will be on the basis of delivered cost i.e. "total cost to BHEL".
- c) Optional item, quoted if any, will not be considered in evaluation as well as during the tender execution.



- d) Vendor has to quote for all items in the Price Bid (Annexure – IV). The comparative statement for selecting the L1 Vendor shall be made by item wise AMC charges for one year.
- e) Depending on the rates for each item, the Order shall be split into one or more than one vendor as per the L1 rates of each 4 (four) items in the Price Bid, i.e., SAN storage, Tape library, Heavy Duty fanfold printers and UPS.

6 REVERSE AUCTION (RA):

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 have 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.

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.

7 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.

8 DELIVERY:

The successful vendor will have to provide AMC within 3 weeks from the date of LOI.

9 SUPPORT:

- a) The vendor shall post one qualified and experienced on-site resident engineer within 3 week from date of LOI till the expiry of contract.
- b) 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.
- c) The bio data of the engineer who would be deployed onsite shall be submitted to BHEL for review and acceptance. This shall be done even when any changes will be made in deployment. In case the performance of the engineer is not found satisfactory by BHEL, the vendor shall replace the person in 2 weeks.
- d) The on-site engineer shall be dedicatedly available at BHEL Haridwar and follow the BHEL timing.
- e) BHEL shall not be liable to any expenses of on-site engineer like boarding, lodging, conveyance, mobile etc.
- f) 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.



10 DOWNTIME CALCULATION:

- a) The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. It includes replace/ repair of faulty equipment / part without any cost to BHEL. The downtime penalty will be deducted for uptime less than 98 % on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.
- b) If the uptime of a particular equipment/system falls below 95% continuously for 3 months, BHEL reserves the right to terminate the contract and forfeiture of the Security Deposit after giving 1 month notice.
- c) Downtime shall be calculated on the basis of System Log/Log Book.

11 VALIDITY OF OFFER:

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

12 PAYMENT TERMS:

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

13 MODE OF PAYMENT:

Payment will be made by way of Electronic Fund Transfer.

14 LIQUIDATED DAMAGES:

The vendor hereto agree that timely delivery of Annual Maintenance Support is the essence of the order/contract. If the vendor fails to start the maintenance 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. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

15 TERMINATION/EXTENSION OF THE CONTRACT:

- a) BHEL reserves the right to terminate the AMC contract either whole or in part before expiry of one year AMC. BHEL shall give one month's notice to vendor in this regard. No AMC charges shall be payable to vendor from the date of termination of AMC.
- b) The contract shall have equipment wise foreclosure option. In case AMC is partially terminated for some equipment / hardware, vendor shall continue to provide AMC for rest of the hardware / equipment according to terms & conditions of this contract. Payment for



AMC of remaining covered hardware / equipment shall continue according to terms & conditions of this contract.

- c) BHEL reserves the right to extend the contract for further period after successful completion of the contract period. The extension will be done on mutually agreed terms between vendor and BHEL.

16 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.

17 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 finalised during the course of execution of the order/contract.

18 CLAIMS:

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

19 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.

20 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.

21 GOVERNING LAW:

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

22 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.



23 LIMITATION OF LIABILITY:

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

24 INDEMNITY:

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.

All such claims in this regard will be settled as per Indian laws.

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.

25 INFORMATION SECURITY REQUIREMENTS:

- a) BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- b) 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."
- c) 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.
- d) 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.
 - 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.



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Annexure III

- 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, BHEL, Haridwar

Annexure IV

Tender No: HW/ITX/2/1168 Dated:19/3/2014

Price Bid

- Note:**
1. All values are to be quoted in Indian Rupees(INR).
 2. AMC Price should be quoted for all 4 items. Each item quote should be provided individually.
 3. Details of items are as per Annexure - I
 3. The comparative statement will be made by Item wise AMC charges for one year, i.e. on column c of each Item.
 4. 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).

S.No	Item Description	Unit	Quantity	AMC Charges for 1 year per unit Quantity (Excluding Service Tax) (Rs.)	AMC Charges for 1 year for the total Quantity (Excluding Service Tax) (Rs.)
			(a)	(b)	c = (axb)
1	SAN Storage	Set	2		
2	Tape Library	No.	2		
3	Heavy Duty Fanfold laser Printer	No.	3		
4	UPS	Set	1		
TOTAL AMOUNT (Rs.)					

Note:

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