



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)

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HW/ITX/2/1353

Feb 01, 2016

Subject: One year AMC of HP Servers at BHEL Haridwar

Sir,

1. It is proposed to have one year back to back AMC of HP servers (details in Annexure-I). The scope of work and Terms & Conditions are given in detail in Annexure II. The Annexure details are as follows:

Annexure I	Item Details & Broad Configuration
Annexure II	Terms & Conditions
Annexure III	Certificate by Chartered Accountant on Letterhead (for MSME enterprises)
Annexure IV	Price Bid Format
Annexure V	Technical Pre-qualification Compliance Sheet
Annexure VI	Document submission checklist with Page no. details along with OEM authorization letters from HP.

2. 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.
3. The technical bid envelope should enclose your technical offer comprising Terms and conditions (Annexure-II), duly signed/stamped, unpriced bid as per annexure-IV and Technical Pre-Qualification Compliance Sheet (Annexure V) and Document Submission Checklist (Annexure VI) along with other required documents / proofs.
4. Vendor must meet prequalification criteria as per Annexure-V. The offers not meeting these criteria will be rejected summarily.
5. The commercial bid envelope should enclose Price bid (As per format in Annexure IV) only.
6. 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.

7. The terms and conditions given at Annexure-II 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.
8. Earnest money of Rs. 10,000/- in the form of demand draft in favour of BHEL, Haridwar or cash deposit (to the extent admissible in Income Tax Act) with Accounts officer, BHEL, Ranipur, Haridwar is to be furnished with the tender offer. EMD of unsuccessful vendors will be refunded within 15 days of awarding the tender.
9. The offers in sealed envelopes (as stated in para-2 above) should be submitted latest by **1:45 P.M. on 26/02/2016** at the following address through registered post / speed post:

**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.

Alternatively, the tender duly sealed and superscribed, 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.

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 Technical Bid

Sl.	Annexure	Description	Remarks
1	--	Your Technical Offer	
2	Annexure II	Terms & Conditions	Signed/Sealed copy
3	Annexure III	Certificate by Chartered Accountant on Letterhead (if applicable)	Signed Copy
4	Annexure IV	Unpriced Bid	Mention all applicable taxes without price
5	Annexure V	Technical Pre-Qualification Compliance Sheet	Signed Copy duly filled alongwith required proofs / documents
6	Annexure VI	Document submission checklist with	All details of submitted

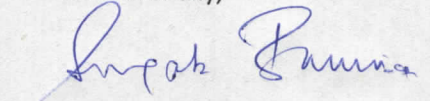
		Page no. details along with OEM authorization letters from HP	document with Page nos.
7		Earnest Money Deposit (EMD)	

To be submitted with Price Bid:

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

Thanking you,

Yours faithfully,



(Sougata Bhunia) 01.2.16
Dy.Manager/ITX

Tender No : HW/ITX/2/1353 Dated : 01.02.2016

ANNEXURE I - LIST OF ITEMS & BROAD SPECIFICATIONS

EQUIPMENTS TO BE COVERED UNDER AMC

Sl. No.	Item	Description	Quantity
1	Xeon Server 1	HP Proliant DL 180 G6	6
2	Xeon Server 2	HP Proliant DL 180 G6 with HBA Card	4
3	Xeon Server 3	HP Proliant DL 580 G5	1
4	Xeon Server 4	HP Proliant DL 580 G5 with Additional Network Card	2

Annexure-I Broad Specifications

1	Xeon Server 1	HP Proliant DL 180 G6	6
	Processor	Quad Core Intel Xeon 5420 (2.5 GHz)	
	Max front Bus	1333 MHz	
	Memory Type	PC2 -5300 DDR 2	
	Memory	16 GB	
	Storage Internal	4x450 GB SAS	
	Network Controller	Dual Ethernet Port	
	Power Supply	Redundant Power Supply	
	Storage Controller	SAS RAID Controller with support for RAID 0,1,5	
2	Xeon Server 2	HP Proliant DL 180 G6 with HBA Card	4
	Processor	Quad Core Intel Xeon 5420 (2.5 GHz)	
	Max front Bus	1333 MHz	
	Memory Type	PC2 -5300 DDR 2	
	Memory	16 GB	
	Storage Internal	4x450 GB SAS	
	Network Controller	Dual Ethernet Port	
	Power Supply	Redundant Power Supply	
	Storage Controller	SAS RAID Controller with support for RAID 0,1,5	
	HBA	Fibre Channel 4GB Dual Channel	
3	Xeon Server 3	HP Proliant DL 580 G5	1
	Processor	Quad Core Intel Xeon 7420 (2.13 GHz), 8MB L3	
	Max front Bus	1066 MHz	
	Memory Type	PC2 -5300 DDR 2	
	Memory	32 GB	
	Storage Internal	5x300 GB SAS, 10K RPM Dual Port drives	
	Network Controller	Dual Ethernet Port	
	Power Supply	Redundant Power Supply	
	Storage Controller	SAS RAID Controller with support for RAID 0,1,5 with 512 MB battery backed cache	
4	Xeon Server 4	HP Proliant DL 580 G5 with Additional Network Card	2
	Processor	Quad Core Intel Xeon 7420 (2.13 GHz), 8MB L3	
	Max front Bus	1066 MHz	
	Memory Type	PC2 -5300 DDR 2	
	Memory	32 GB	
	Storage Internal	5x300 GB SAS, 10K RPM Dual Port drives	
	Network Controller	3 nos Ethernet Port	
	Storage Controller	SAS RAID Controller with support for RAID 0,1,5 with 512 MB battery backed cache	
	Power Supply	Redundant Power Supply	
	Network Controller	10/100/1000 MBPS Ethernet	



TERMS AND CONDITIONS

1 SCOPE OF WORK:

- a) Comprehensive onsite one year back to back Annual Maintenance Contract (AMC) for Servers installed in BHEL Haridwar (details as per Annexure –I).

2 GENERAL:

- a) The AMC maintenance contract will be for the period of 1 year. 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. Alongwith 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) Maintenance coverage for servers shall be on 24x7 basis with 4 hours response time with back to back support from OEM. Authorization from OEMs for item back to back support for all items in Annexure-I should be submitted along with Techno-commercial bid.
- d) 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.
- e) The successful bidder 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.
- f) Successful bidder should submit OEM support letter within 15 working days of award of order.
- g) Payment against first quarter bill will be released only after submission of back-to-back support document from OEM i.e. HP.

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.
- e) 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-III 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.

4 SECURITY DEPOSIT:

- a) Security Deposit should be deposited by the successful bidder 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) EMD of the successful bidder can be converted and adjusted against the security deposit.
- d) The security 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 be forfeited in case of breach / nonfulfillment of liabilities in contract by vendor

5 TENDER EVALUATION:

- a) After the process of Technical Bid evaluation, Price Bid opening will be done for all technically qualified vendors.
- 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 on the basis of total charges for AMC of the servers.

6 ACCEPTANCE OF LOI/ORDER:

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

7 SUPPORT:

- a) The vendor shall provide back to back support during entire AMC period.
- b) Escalation matrix containing the contact details (mobile number as well as mail id) has to be provided. Service personnel should be delegated within 4 hours of first call.
- c) Comprehensive maintenance shall include Repair / Replacement of all faulty equipment.

8 DOWNTIME CALCULATION:

- a) The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.
- b) In cases where equipment part is faulty but services are unaffected because of redundancy in the equipment, a penalty equivalent to of 25% of the equipment AMC amount may be imposed during the duration the equipment part is down (below the requirement of 98% uptime).
- c) Downtime shall be calculated on the basis of System Log/Log Book/ Call lock records.

9 VALIDITY OF OFFER:

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

10 PAYMENT TERMS:

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

11 MODE OF PAYMENT:

Payment will be made by way of Electronic Fund Transfer.

12 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.



13 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) The vendor will give at least one month notice prior to discontinuation of the maintenance service due to obsolescence / non-availability of the spare parts etc.
- d) 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.

14 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.

15 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.

16 CLAIMS:

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

17 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.

18 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.

19 GOVERNING LAW:



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

20 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.

21 LIMITATION OF LIABILITY:

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

22 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.

23 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.
- 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 AMC 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.

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

TENDER NO : HW/ITX/2/1353 DATED : 01.02.2016**Annexure-IV Price Bid Sheet**

Note:	1. All values are to be quoted in Indian Rupees (INR).
	2. AMC Price should be quoted for all items.
	3. Item details as per Annexure -I & Scope of Work are as per Annexure - II
	4. The comparative statement will be made by adding total AMC charges for one year.
	5. Comparative Sheet will take into account all taxes except Service Tax to arrive at "Landed Cost to BHEL". Vendor should clearly mention all applicable taxes .

AMC Charges of Equipment for One Year					
Sl. No.	Item	Description	Quantity	AMC Charges for 1 year per unit Quantity (Excluding Taxes) (Rs.)	AMC Charges for 1 year for the total Quantity (Excluding Taxes) (Rs.)
a	b	c	d	e	f = d x e
1	Xeon Server 1	HP Proliant DL 180 G6	6		
2	Xeon Server 2	HP Proliant DL 180 G6 with HBA Card	4		
3	Xeon Server 3	HP Proliant DL 580 G5	1		
4	Xeon Server 4	HP Proliant DL 580 G5 with Additional Network Card	2		
TOTAL					
Taxes	Mention All Applicable Taxes				



Annexure V Technical Pre qualification Compliance Sheet		
Sr. No	Description	Compliance (Y/N)
1.	Average Annual financial turnover during the last 3 years ending March 31, 2015 is at least Rs 1.2 lakhs. Proof to be provided.	
2.	<p>The Bidder should have successfully executed similar projects during last 7 years as on 31/01/2016 in any one of the following:</p> <p>a. Single Annual Maintenance Contract (AMC) having minimum value of Rs. 3.2 lakhs per annum</p> <p style="text-align: center;">Or</p> <p>b. Two AMC Contracts having minimum value of Rs. 2 lakhs per annum each</p> <p style="text-align: center;">Or</p> <p>c. Single 5 year lease contract which includes comprehensive maintenance. Contract value should be minimum Rs 1.5 crores.</p> <p style="text-align: center;">Or</p> <p>d. Two 5 year lease contracts which includes comprehensive maintenance. Each contract value should be minimum Rs 95 Lakhs.</p> <p>In case of AMC contracts, minimum one year of AMC should have been completed as on 31/01/2016.</p> <p>In case of lease contracts, minimum one year of lease contract with comprehensive AMC should have been completed after supply and commissioning of equipment as on 31/01/2016</p> <p>.</p> <p>The contract should include support of PCs/ Servers / Workstations/ /IT peripherals etc.</p> <p>Proof of AMC order or Lease order having the full customer address, mail id and order value is to be submitted.</p>	