



Bharat Heavy Electricals Limited

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

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HW/ITX/2/1373

May 6, 2016

Subject: One year AMC of IT Hardware at BHEL Haridwar

Dear Sir/Madam,

1. C22 and C23 series PCs, printers, scanners, servers, network device and SAN storage are in use in shop floors and office areas of BHEL Haridwar in distributed environment. It is proposed to have one year comprehensive AMC for this IT hardware detailed in Annexure-II. The scope of work and Terms & Conditions are given in detail in Annexure IV. The Annexure details are as follows:

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

2. You are requested to submit techno-commercial offer along with price bid in two parts as per the scope of work indicated therein. The tender offer should be sealed in two separate envelopes with 'Techno-commercial bid' / Price bid', Tender no., opening date duly super scribed on the envelopes.
3. The Techno-commercial bid envelope should enclose your techno-commercial offer comprising Terms and conditions (Annexure-IV), duly signed/stamped, unpriced bid as per annexure-V, Technical Pre-Qualification Compliance Sheet (Annexure I), No Deviation Certificate (Annexure VI) and Document Submission Checklist (Annexure VII) along with other required documents / proofs.
4. The price bid envelope should enclose Price bid (As per format in Annexure V) only. No additional Terms and Conditions should be specified in the price bid.

5. Vendor must meet prequalification criteria as per Annexure-I. The offers not meeting these criteria will be rejected summarily.
6. The techno-commercial 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. Earnest money of Rs. 60,000/- 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.
8. The offers in sealed envelopes (as stated in para-2 above) should be submitted latest by **1:45 P.M. on 31.05.2016** 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	

	Annexure I	Technical Pre-Qualification Compliance Sheet	Signed Copy duly filled alongwith required proofs / documents
2	Annexure II	Item Details & Broad Configuration	Signed copy with seal
2	Annexure III	Certificate by Chartered Accountant on Letterhead	Signed Copy (if applicable)
3	Annexure IV	Terms & Conditions	Signed copy with seal
4	Annexure V	Unpriced Bid	Mention all applicable taxes without price
5	Annexure VI	No Deviation Certificate	Signed copy with seal
6	Annexure VII	Document submission checklist with Page no. details along with OEM authorization letters from HP.	All details of submitted document with Page nos.
7		Earnest Money Deposit (EMD)	If applicable

To be submitted with Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure V	Price Bid (only)	In a separate sealed envelope

Thanking you,

Yours faithfully,

Sougata Bhunia
06.05.16
(Sougata Bhunia)
Dy.Manager/ITX



Annexure I Technical Pre-qualification Compliance Sheet		
Sr. No	Description	Compliance (Y/N)
1.	<p>The Bidder should have successfully executed similar projects during last 7 years, ending April 30, 2016 , in any one of the following:</p> <ul style="list-style-type: none">a. Single one year of on-site comprehensive maintenance support or Annual Maintenance Contract (AMC) having minimum value of Rs 19.7 lakhs per annum<li style="text-align: center;">Orb. Two one year of on-site comprehensive maintenance support or Annual Maintenance Contract (AMC) Contracts having minimum value of Rs. 12.3 lakhs per annum each<li style="text-align: center;">Orc. Single 5 year lease contract for IT hardware which includes on-site comprehensive maintenance. Contract value should be minimum Rs 3 crores. One year of onsite comprehensive maintenance should have been completed after successful installation of hardware.<li style="text-align: center;">Ord. Two 5 year lease contracts for IT hardware which include on-site comprehensive maintenance. Each contract value should be of minimum Rs. 1.5 Crores. One year of onsite comprehensive maintenance should have been completed after successful installation of hardware. <p>Similar contract means successful AMC of any one or combination of IT equipment like PCs, Laptops, Peripherals, Workstations, Server, Storage, Networking equipment. Proof of AMC order or Lease order having the full customer address, mail id and order value is to be submitted.</p>	
2.	<p>Average Annual financial turnover during the last 3 years ending March 31, 2015 is at least Rs 7.4 lakhs. Proof to be provided.</p>	

Tender No : HW/ITX/2/1373 Date : 06.05.2016

Anexure II List of Items

List of Equipment to be covered under One year AMC

Sl. No.	Item	Description	Series	Quantity	Remarks
1	Xeon Server 1	HP Proliant DL 180 G6	C22	5	Back to Back Support from HP required
2	Xeon Server 2	HP Proliant DL 180 G6 with HBA Card	C22	4	Back to Back Support from HP required
3	Xeon Server 3	HP Proliant DL 580 G5 with Additional Network Card	C22	2	Back to Back Support from HP required
4	Desktop Computer	HP Compaq DC 5800 SFF	C22	400	
5	Laser Printer	Brother HL 5250 DN	C22	120	
6	Dot Matrix Printer	WeP LQ DSI 5235	C22	46	
7	Deskjet Colour Printer	HP Deskjet 8000	C22	19	
8	A4 Scanner	HP Scanjet 5590	C22	21	
9	Server Rack	42U Server rack with KVM Switch, Monitor, PDU etc	C22	1	
10	PC	INFINITI PRO SL 1300 (HCL)	C23	668	
11	Laserjet Printer -A4 Mono	LJ P 2055DN (HP)	C23	100	
12	Deskjet Color Printer	OFFICE JET PRO 8000 (HP)	C23	15	
13	A4 Scanner	SCANJET N 8420 (HP)	C23	25	
14	KVM SWITCH	CL-1016M (HCL)	C23	3	
15	Router	2851 (CISCO)	C23	1	
16	Laserjet Printer -A3 Mono	LJ 9040 DN (HP)	C23	2	Back to Back Support from HP required
17	Laserjet Printer -A4 Color	CLJ CP 3525 DN (HP)	C23	1	Back to Back Support from HP required
18	Server 2-Way with 16 GB RAM	PROLIANT DL 380 (HP)	C23	4	Back to Back Support from HP required
19	Server 2-Way with 32 GB RAM	PROLIANT DL 380 (HP)	C23	6	Back to Back Support from HP required
20 i	SAN Storage	EVA 4400 (HP)			
20 ii	SAN SWITCH (along with SAN storage)	HP Brocade 300 (2 qty)	C23	1	Back to Back Support from HP required

Tender No : HW/ITX/2/1373 Date : 06.05.2016

Annexure-II Broad Specifications

1	Xeon Server 1	HP Proliant DL 180 G6	5
	Processor	Quad Core Intel Xeon 5520 (2.27 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 5520 (2.27 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 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	
4	Desktop Computer	HP Compaq DC 5800 SFF	400
	Motherboard	Intel Core Two Duo 7500 @ 2.93 GHz	
	Chipset	Intel Q33 Express	
	Monitor	18.5" TFT monitor OEM make	
	HDD	160 GB SATA Smart IV 7200 RPM	
	RAM	2GB	
	Optical Drive	CDRW/DVD ROM (Combo)	
	Keyboard& Mouse	OEM Make	
5	Laser Printer	Brother HL 5250 DN	120
	No of Trays	2	
	Interface	High Sped USB2	
	Memory	32MB	
	Connectivity	Ethernet connectivity 10/100 base-TX	
6	DMP	WeP LQ DSI 5235	46
	Character Set	P437, Italics	
	Character Size	Minimum at 10cpi 136 maximum printed characters	
7	Deskjet Colour Printer	HP Deskjet 8000	19
	Type	Duplex	
	Connectivity	USB 2.0	
	Memory	32 MB	
8	A4 Scanner	HP Scanjet 5590	21
	Type	A4 Flatbed Scanner 8.5in x 11 in	

	Interface	USB 2.0	
	Software	Scanning Software and OCR software included	
9	Server Rack	42U Server rack with KVM Switch, Monitor, PDU etc	1
	KVM Switch	A 16 port Rack mount KVM switch with integrated LCD monitor, keyboard and mouse and cables for connecting 16 servers	
	PDU	Two independent vertical or horizontal power strips each containing 10 nos of 5/15A IEC320 C14 & 2 normal type sockets, a fuse, indicator lamp and 15A switch	
10	Desktop Computer	PC	668
	Make & Model	HCL Infiniti Pro SL 1300	
	Processor	Intel Core 2 Duo, 2.93GHz, 3MB L2 Cache, 1066MHz FSB	
	RAM	2 x 2 GB dual channel DDR2 SDRAM @ 667 MHz	
	HDD	160 GB SATA 7200 rpm with Pre Failure Alert	
	Monitor	19" TFT Monitor	
11	Item Name	Laserjet Printer - A4 Mono	100
	Make & Model	HP LJ P 2055DN	
	RAM	128 MB	
12	Item Name	Deskjet Color Printer	15
	Make & Model	HP Office Jet Pro 8000	
	RAM	32 MB	
13	Item Name	Scanner - A4 Color	25
	Make & Model	HP Scanjet N 8420	
14	Item Name	KVM Switch	3
	Make & Model	HCL CL-1016M	
	KVM Switch	A 16 port rack mount KVM switch with integrated LCD monitor, keyboard and mouse (touchpad).	
15	Item Name	Router	1
	Make & Model	Cisco 2851	
	Memory	512 MB	
	Flash Memory	128 MB	
16	Item Name	Laserjet Printer - A3 Mono	2
	Make & Model	HP LJ 9040DN	
	RAM	128MB	
17	Item Name	Laserjet Printer - A4 Color General	1
	Make & Model	HP CLJ CP 3525DN	
	RAM	384 MB	
18	Item Name	Server 2-Way with 16GB RAM	4
	Make & Model	HP Proliant DL380	
	Processors	2nos of Dual Core Intel Xeon E5504 2.0GHz	
	RAM	16 GB ECC DDR2 667 MHz SDRAM	
	Power Supply	Hot Pluggable & Redundant Power Supply & Fans	
	Raid Controller	2 Nos. of 3G SAS RAID Controller, each with 256 MB battery backed cache	
19	Item Name	Server 2-Way with 32GB RAM	6
	Make & Model	HP Proliant DL380	
	Processors	2 nos Quad Core Intel Xeon E5520 2.27GHz	
	RAM	32 GB ECC DDR2 667 MHz SDRAM	
	Power Supply	Hot Pluggable & Redundant Power Supply & Fans	
	Raid Controller	2 Nos. of 3G SAS RAID Controller, each with 256 MB battery backed cache	
20	Item Name	SAN Storage	1

	Make & Model	HP EVA 4400
	Specifications	Raw capacity 7 TB, 5 Nos. of M6412 disk Enclosures having 12 nos. of disk bays each, 50 Nos. of 146 GB 15K rpm FC disk (including hot spare disk), 2 controllers, redundant power supply
	SAN switch	8 port, 4 Gbps speed- 2 qty

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



TERMS AND CONDITIONS

1 SCOPE OF WORK:

Comprehensive onsite one year Annual Maintenance Contract (AMC) for IT Hardware installed across BHEL Haridwar (details as per Annexure –II).

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. 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) Maintenance coverage for servers, SAN storage (Item no. 1,2,3,18,19,20 of annexure II) shall be on 24x7 basis with 4 hours response time with back to back NBD support from OEM.
- d) For rest of the items, normal maintenance coverage will be for prime shift (Monday to Saturday 8 AM to 5 PM). However, maintenance coverage shall be provided on call basis after the prime shift, if required.
- e) Vendor will ensure back to back AMC support from OEM i.e. HP (for Slnos. 1,2,3,16,17,18,19,20) .Authorization from OEM for item back to back support for these items should be submitted along with Techno-commercial bid.
- f) Successful bidder 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 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.
- h) Successful bidder should submit OEM (HP) support letter/s for items in Slnos 1,2,3,16,17,18,19,20 within 15 working days of award of order.
- i) Payment against first quarter bill will be released only after submission of back-to-back support document.

3 EARNEST MONEY DEPOSIT (EMD):

- a) EMD is to be deposited by the bidder as per tender document.
- b) EMD given by unsuccessful bidders shall be refunded normally within 15 days of acceptance of work by the successful bidder.



- c) EMD shall not carry any interest.
- d) EMD by the bidder will be forfeited if after opening of the tender, the bidder revokes his tender within validity period or increases his earlier quoted rates or the successful bidder does not commence the work within the period as per LOI/Contract.

4 EXEMPTION:

MSEs (Micro and Small Enterprises) are exempted from payment of Earnest Money Deposit (EMD). Note: MSE suppliers can avail the intended benefit 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-V 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.

5 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

6 TENDER EVALUATION:

- a) After the process of Techno-commercial Bid evaluation, Price Bid opening will be done for all technically qualified bidders.
- 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 – V). The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC and all taxes (except Service Tax)

7 DEVIATIONS:

Bids shall be submitted strictly in accordance with the technical specifications and commercial terms & conditions of the Tender Enquiry. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances. Hence bidders have to submit a “No Deviation Certificate” for both technical specifications and commercial terms and conditions in Part-I of the offer as per format (Annexure VI).

8 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.

9 SUPPORT:

- a) The vendor shall keep the sufficient spares / peripherals at BHEL Haridwar during entire AMC period to ensure immediate replacement to keep the equipment downtime at minimum.
- b) The vendor shall provide comprehensive maintenance support during entire AMC period by posting minimum **two qualified resident engineers** at BHEL Haridwar without payment of extra charges.
- c) Resident engineers
 - Shall follow the BHEL normal office timings including holidays and mark their presence in BHEL attendance register. However, if required, services of resident engineers may also be availed during off-working hours.
 - Shall leave the station only after seeking written permission from BHEL and arranging for proper substitute.
 - Shall have their own accommodation and other facilities like mobile phone, vehicle etc.
- d) Comprehensive maintenance shall include Repair / Replacement of all faulty equipment including but not limited to all adapters, printer heads, power/USB/VGA cables etc
- e) Maintenance coverage will not include consumables - inkjet cartridges, toner cartridges, ribbons, drums.



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) 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 Complaint System/System Log/Log Book.
- d) Downtime will not be applicable in case of physical damage of hardware due to mishandling by BHEL user or damage from rodent. Decision by BHEL in this regard will be final and binding on the tenderer.

11 RISK PURCHASE:

BHEL reserves the right to terminate the order / contract and purchase service from elsewhere at the risk and cost of the vendor / lessor, either the whole or part of service, 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 of service.

12 VALIDITY OF OFFER:

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

13 PAYMENT TERMS:

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

14 MODE OF PAYMENT:

Payment will be made by way of Electronic Fund Transfer.

15 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.



16 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) In cases of the hardware being down due reasons mentioned in Clause 9 (d), vendor should intimate BHEL within 7 working days of Complaint logging by user. AMC foreclosure of the item may be done by BHEL from the day of intimation by vendor, without prior notice.
- e) 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.

17 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.

18 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.

19 CLAIMS:

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

20 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.



21 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.

22 GOVERNING LAW:

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

23 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.

24 LIMITATION OF LIABILITY:

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

25 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.

26 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.

HW/ITX/2/1373 Date : 06.05.2016

Annexure-V 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 -II & Scope of Work are as per Annexure - IV
	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 .

Part 1					
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	5		
2	Xeon Server 2	HP Proliant DL 180 G6 with HBA Card	4		
3	Xeon Server 3	HP Proliant DL 580 G5 with Additional Network Card	2		
4	Desktop Computer	HP Compaq DC 5800 SFF	400		
5	Laser Printer	Brother HL 5250 DN	120		
6	Dot Matrix Printer	WeP LQ DSI 5235	46		
7	Deskjet Colour Printer	HP Deskjet 8000	19		
8	A4 Scanner	HP Scanjet 5590	21		
9	Server Rack	42U Server rack with KVM Switch, Monitor, PDU etc	1		
10	PC	INFINITI PRO SL 1300 (HCL)	668		
11	Laserjet Printer -A4 Mono	LJ P 2055DN (HP)	100		
12	Deskjet Color Printer	OFFICE JET PRO 8000 (HP)	15		
13	A4 Scanner	SCANJET N 8420 (HP)	25		
14	KVM SWITCH	CL-1016M (HCL)	3		
15	Router	2851 (CISCO)	1		
16	Laserjet Printer -A3 Mono	LJ 9040 DN (HP)	2		
17	Laserjet Printer -A4 Color	CLJ CP 3525 DN (HP)	1		
18	Server 2-Way with 16 GB RAM	PROLIANT DL 380 (HP)	4		
19	Server 2-Way with 32 GB RAM	PROLIANT DL 380 (HP)	6		
20 (i)	SAN Storage	EVA 4400 (HP)	1		
20 (ii)	SAN SWITCH (along with SAN storage)	HP Brocade 300 (2 qty)			
Total					
Taxes	Mention All Applicable Taxes like Service Tax, VAT, WCT etc				



NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no Ref. no.: **HW/ITX/2/1373** dated: **06.05.2016**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect item.

Signed by:

Name: -----

Designation: -----

Organisation: -----

Date & place: -----

Phone/Fax/Mobile: -----

Email: -----

Stamp / Seal:-----