
Date of Publication in Websites: 10.02.2016

Subject: Annual Maintenance Contract (AMC) FOR MAIL, PROXY AND OPEN SOURCE LINUX BASED OPERATING SYSTEM (OS) IN FIVE (5) SERVERS AT BHEL, ISG, BANGALORE.

Customer: BHEL – ISG, IT & S DEPT., Bangalore.

Tender Enquiry Ref : 88/15/ 7023/ Mail/ RMA

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The following documents can be downloaded from Websites:

www.bhelisg.com or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in

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Sd/-
Senior Manager
Steel & Common MM Dept.

For Clarifications:

Technical : IT & S Department: Mr.Ajeet Kumar Choudhary Ph.: 080-22184220 (akc@bhelisg.com)

Commercial : Steel & Common MM Dept.: Mrs. Regina Mary A, Ph.:080-22184528
(rma@bhelisg.com)

NOTICE INVITING TENDER - NIT

Sl. No.		Description	Date
1	Tender Reference	ENQ : 88/15/ 7023/ Mail/ RMA	10.02.2016
2	Name of the work	AMC FOR MAIL, PROXY AND OPEN SOURCE LINUX BASED OPERATING SYSTEM (OS) IN 5 SERVERS AT BHEL, ISG	-----
3	Last date and time for the receipt of completed tender	Before 14.30 HOURS on:	19.02.2016
4	Date and time of Part-I Technical bid opening	AT 15:00 HOURS ON:	19.02.2016
5	Date and time of Part-II Price I bid opening	Will be intimated later to only technocommercially accepted vendors	-----
6	Address of sending Completed tender	Tenders should be addressed to: Mrs. Regina Mary A, Sr. Manager (Steel & Common MM), Bharat Heavy Electricals Limited Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Mallechwaram, Bangalore – 560 012.	
	Address for Submission of Completed tender	Tender Box kept in the reception area at: BHEL - Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Mallechwaram, Bengaluru – 560 012 Working Hours: 08:00 AM To 05:06 PM (Monday To Friday) 08:00 AM To 13:00 PM (Saturday)	

Note: The bidder shall return the duly filled-in tender Documents after affixing signature and seal on all pages.

For & on behalf of BHEL – ISG

Sd/-

Senior Manager
Steel & Common MM Dept.

INDENT SPECIFICATION

For

AMC for:

1. Linux Based Mailing Solution,
2. Linux Based Proxy (Squid) Solution And
3. Maintenance of Open Source LINUX based OS in Five Servers Implemented at ISG

Contents

- A) Linux Based Mailing Solution
- B) Linux Based Proxy (Squid) Solution
- C) Maintenance of Open Source LINUX based OS in Five Servers
- D) Terms and Conditions

Sd/-

Madan Sharma

(Engineer, IT & S)

PREPARED & CHECKED BY

Sd/-

Ajeet Kumar Choudhary

(Manager, IT & S)

APPROVED BY

A) Linux Based Mailing Solution

SECTION I: Scope of work & Technical specification:

1. Scope of work

To provide AMC for Linux Based Mailing Solution Implemented at ISG for a period of one year covering the following:

1. Monitoring, maintenance and updating of the email solution mentioned in 1.1.
2. Incorporation and maintenance of New Features mentioned in 1.2.
3. Software updates and upgrades, bug fixes, patches and updates for mail server software, antivirus and content filtering software on live and stand-by servers.
4. Troubleshooting any issues in mail solution.
5. Installation, Configuration, Update and maintenance of OS and Software, configuration and customization of LDAP which includes reinstallation in case of failure.

Note: Server hardware and leased line maintenance are not in this AMC scope.

1.1. Technical specification

1.1.1. Present Mailing Solution Implemented at ISG (herewith referred as Live Mail Server) :

1.1.1.1. Present Infrastructure:

Server:

HP Proliant DL 380G6 , rack mounted, Processor Quad Core Intel Xeon 3.0 GHz, two processor, Memory 16 GB ECC DDR2 667 MHz SDRAM, HDD 8 x 146-GB, Raid Controller 3G SAS RAID Controller with 256 MB battery backed cache, 10/100/1000 Ethernet Card-2 Nos.

Lease line:

8MBPS (1:1) lease line presently available.

Operating system:

CENTOS (provided by ISG)

1.1.1.2. The main features of the software implemented are as follows:

All open source software is in use. The details of the applications used in the mailing solution are provided below:

- Messaging Software : Postfix
- SMTP: SMTP is used to handle the incoming as well as outgoing mails.
- POP3/IMAP
POP3/IMAP protocols help the user store his mails on the mail server in the mail-box allocated to him. This mail-box stores all the mails sent to the user on the mailserver. The user can download his mails from the server at his convenience on to his local mail client like MS-Outlook, Eudora, and Netscape etc. which he can read at leisure.
- User creation/deletion, password reset is done through LDAP.
- Web based access
Webmail provides the user the capability of accessing his mails from anywhere in internet/intranet using the browser. The browser address is <http://mail.bhelisg.com>.

- **Mailing Lists**
This feature allows the administrator to create various user groups for easy communication between group members. Group members can communicate with each other by sending mail to the group.
- **Security : Antivirus(Clamav)**
Anti Spam features (Mail Scanner)
 - The anti virus and anti spam modules are integrated at SMTP level. All incoming and outgoing mails should be scanned for viruses & spam.
 - Spam mails are to be filtered out at first level in the server and at the second level at the mail box level, the spam mails are to be configured to go into the spam folder which will get emptied after a period of time that can be set by the system admin. e.g. 15 days.
 - Outgoing mail relay from a mail client can be preceded by user authentication.
 - Web mail access can be secured by encryption using SSL (https protocol). Configuration and updation of these features are also in the scope of AMC.
- **E-Mail virus scanning (virus gateway)**
An open source anti-virus software (Clamav) is installed on the mail server so that all the incoming and outgoing mails can be scanned for any virus. Alternately it is possible to integrate any commercial anti-virus software like Trend Micro, MacAfee etc., if the bundled open source anti virus is found to be ineffective. Ensuring proper working and updation of the anti virus software is in the scope of AMC.
- **Content Filtering for E-Mails**
This feature when used scans both the incoming and outgoing mails for any attachments. Upon finding any attachments, the mail server will take appropriate action on the mail containing attachment. The action can be to reject the mail, and send notification to the mail administrator and optionally to the sender and receiver of the mail or simply deliver the mail to the intended receiver. This feature helps to set the rule for taking action based on the file type (for eg. Word Document, Windows BitmapFile, Zip file etc), file name, file name extension and domain name. The domain name functionality helps the administrator to specify for a particular domain, which user can send mails and which user are not allowed to send the mails. AMC includes maintenance and updation of the software also.
- **Mail Delivery Logs**
- **Global address book**
This feature helps to create and manage a uniform and enterprise wide global address book on the mail server. This global address book can be used and accessed by any local user. This prevents many users maintaining common information on their local mail clients like MS-Outlook, Eudora etc. The global address can also be used from the webmail.
- **Personal address book**
- **Bulletin Board Service**
Web based bulletin board service is integrated with the mail server. Users identified are able to put up mails in the bulletin board service .URLs are accessible after login screen .These URLs are configurable by system administrator.
- **Viewing attachments in web mail**
After an attachment is attached in web mail, it is viewable by clicking on the attachment. Files upto 8 MB can be attached to one mail.
- **Unlimited user license (all software configured and used are open source)**
- **Web based administration of addition of users, mailing lists and bulletin boards**

- Quota setting
Setting of disk quota to be used by users is configurable by system admin. Monitoring of Disk space and Quota utilization is covered under AMC.
- Features for administration
A mail list manager is available to manage mailing lists (subscription, addition and deletion)
- DNS configuration
- Modifications if any for customisation of the Web mail interface.
- In event of our internet leased line being down, incoming emails are to be diverted to the address already in use
- Daily Report of the following is generated and sent to the system admin:
 - Disk Usage Report
 - Mail Statistics
- Backup of Mail System
The backup of the Live Mail Server is taken on both daily (incremental) and weekly (full) basis. The backup is automatically transferred to a Storage Server (Server not included in AMC scope).

1.2. Standby Mail Server

Maintenance of Stand-by Mail Server (already implemented at ISG):

- 1.2.1.1. Infrastructure (not included in AMC scope) that will be provide by BHEL-ISG for setting up of stand-by mail server in case of failure:
 - 1.2.1.1.1. Server:
 - HP Proliant DL 380G6 , rack mounted, Processor Quad Core Intel Xeon 3.0 GHz, two processor, Memory 16 GB ECC DDR2 667 MHz SDRAM, HDD 6 x146-GB, Raid Controller 3G SAS RAID Controller with 256 MB battery backed cache, 10/100/1000 Ethernet Card - 2 Nos.
 - 1.2.1.1.2. Operating system: CENTOS or Equivalent (Provided by ISG)
 - 1.2.1.2. Details of the requirements for Stand-by Mail Server:
 - Installation, Configuration, Update and maintenance of OS and Software, configuration and customization of LDAP which includes reinstallation in case of failure
 - Same solution as on the Live Mail Server, to be set up on to the Stand-by Mail Server.
 - The Stand-by Mail Server to be automatically synchronized daily with the latest Mail data and LDAP.
 - In case of failure of the Live Mail Server, the Stand-by Mail Server to be brought up with the latest eMail data and online within 4 hours. Bringing up of the Stand-by Mail Server will be the responsibility of AMC vendor. In case the Live Mail Server fails and Stand-by Server is made online, backup of eMail data and LDAP from Stand-by Server to Storage Server shall be in the scope of AMC vendor. Normalizing the setup will also be in the scope of AMC vendor.
 - The testing of bringing up the Stand-by Server with the latest Mail data and making it online to be done atleast once in a year.
 - In case of failure of both standby as well as live mail servers, the mail system should be made available by the AMC Vendor on another systems provided by ISG.
- 1.2.2. Implementation of ISG Password Policy:
 - 1.2.2.1. ISG Password Policy:
 - 1.2.2.1.1. Default password shall be changed immediately on putting system/login-id into operation when first logging on.
 - 1.2.2.1.2. The password will be minimum 8 characters alphanumeric.
 - 1.2.2.1.3. Password age- 180 days
 - 1.2.2.1.4. New Password cannot be same as last password

- 1.2.2.2. Alert should be generated to users 10 days in advance intimating expiry of password.
- 1.2.2.3. The ISG Password Policy shall be liable to change, but the basic structure shall be same. The incorporation of the change in the password policy in the Mail Solution shall be in the scope of AMC vendor.
- 1.2.3. Report of any discrepancies.
 - 1.2.3.1. Regular review of logs of the mail system shall be done by the AMC vendor.
 - 1.2.3.2. A report of any discrepancies suggested from the logs in the mail system shall be submitted by the AMC vendor.

B) Linux Based Proxy(Squid) Solution

SECTION I: Technical Specification & Scope of Work:

The current software setup of the proxy server is as follows:

1) Present Infrastructure:

Hardware in use:

Server:

HP Proliant DL 380G6 , rack mounted, Processor Quad Core Intel Xeon 3.0 GHz, two processor, Memory 16 GB ECC DDR2 667 MHz SDRAM, HDD 8 x146-GB, Raid Controller 3G SAS RAID Controller with 256 MB battery backed cache, 10/100/1000 Ethernet Card-2 Nos.

Lease line:

8MBPS (1:1) lease line presently available.

2) Software Setup

Squid Proxy Server Squid version 3.1

3) Operating system:

CENTOS 6.6 or equivalent (provided by ISG)

Scope of Work

Software and OS installation, update, configuration, maintenance and customization of Proxy Server which includes:

Internet Security Gateway solution consisting of Inspection of packets, Network address Translation, Port forwarding and Redirection, packet filtering based on IP address, port number,

MAC address, protocol, Web Proxy with access control rules, logging and reporting of usage by

Users, sites etc., Caching Server for improved browsing experience, Virus protection for web browsing (using open source antivirus software), Internet access report based on IP / user id,

Monitoring tool for service monitoring like HTTP, SMTP, POP3, IMAP etc.

IPV6 implementation across ISG, Bangalore. Compatibility to be maintained for both ipv4 and ipv6 requests.

Setup and Maintenance of Stand-by Proxy Server (presently not implemented). Infrastructure/hardware (not included in AMC scope) will be provide by BHEL-ISG for setting up of stand-by Proxy Server. Details of the requirements for Stand-by ProxyServer:

- Same solution as on the Live Proxy Server, to be set up on to the Stand-by Proxy Server.
- The Stand-by Proxy Server to be automatically synchronized with the latest Proxy data.
- In case of failure of the Live Proxy Server, the Stand-by Proxy Server to be brought up with the latest Proxy Server configuration data and online within 4 hours. Bringing up of the Stand-by Proxy Server will be the responsibility of AMC vendor. The testing of bringing up the Stand-by Server with the latest Proxy data and making it online to be done atleast once in a year.

In case of failure of both standby as well as live Proxy servers, the Proxy system should be made available by the AMC Vendor on another systems provided by ISG.

Installation/update of the server with latest patches/security updates as and when required.

1. The vendor will be committed to provide an uptime of 98% quarterly for the proxy solution.
2. Duration of the AMC shall be one year from the commencement period.
3. Any fault reported by email, telephone shall be attended by the AMC vendor immediately.
4. If required and felt necessary, BHEL/ISG will provide a remote login for the maintenance of the proxy system on request basis.
5. The maintenance includes all the components covering the proxy solution and loading of software/OS and updatesif required specifically for the solution.
6. In case main server fails, standby server to be configured as main server as and when necessary during the contract period.
7. Backup quarterly or whenever upgraded of the full configuration.

C) Maintenance of Open Source LINUX based OS in Five Servers

1. Scope will include update/installation, patch update and maintenance of five LINUX based OS in five servers (Mail -2Nos.,CIPAS -2Nos. and Squid -1No.).
2. The OS and servers will be provided by BHEL-ISG.
3. The scope does not include maintenance of any hardware.
4. In case of failure/(business continuity process), installation of OS as and when required by BHEL-ISG.
5. Backup/restoration of OS
6. One time Migration of Oracle Database from RHEL to Cent OS.

D)Terms & Conditions

7. **Confidentiality:** Vendor/ Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser/ lessee and also of the systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/ contract.
8. Any additional feature as and when required by ISG shall be done by the AMC Vendor.
9. The vendor will be committed to provide an uptime of 98% quarterly for the email solution.
10. Duration of the AMC shall be one year from the commencement period.

11. Any fault reported by email, telephone shall be attended by the AMC vendor immediately.
12. If required and felt necessary, BHEL/ISG will provide a remote login for the maintenance of the email system on request basis.
13. The maintenance includes all the components covering the email solution and proxy (squid) server and loading of software and updates in the live and stand-by servers(in case of email server), if required specifically for the solution.
14. First bill shall be passed only after implementation of the New Features mentioned in 1.2.
15. Separate charges shall not be paid for the implementation of New Features mentioned in 1.2.
16. **Non-Disclosure Agreement** : Non-Disclosure Agreement shall be signed as per BHEL format (copy enclosed) in Compliance to Information Security Management Systems.
17. **Working hours:** 8:00 AM to 5:06 PM (Monday to Friday)
8:00 AM to 13:00 PM (Saturday)
18. Vendor should provide a 24X7 contact number (mobile/landline) to BHEL ISG.
19. AMC Person must visit Quarterly to our office to perform a thorough system health check and submit the report.
20. The support level required for the services mentioned shall be 24 x 7.
21. The downtime will be calculated on monthly basis.

ANNEXURE - II

PRE- QUALIFICATION CRITERIA

- 1.1. The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted. The bidder should have an office at Bangalore
- 1.2. Bidder should have a clean track record, i.e. the bidder should not be under hold or blacklist by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
- 1.3. The Bidder's Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs.1.02 lakhs**.

Certificate from bankers/chartered accountant or IT return in this regard should be submitted along with the offer.

- 1.4. The bidder should have experience in successfully executing similar works during last **7 years** ending last day of month previous to the one in which applications are invited. The experience should be either of the following:
 - a. Three similar completed works costing not less than the amount equal to **Rs.1.36 lakhs**

OR

 - b. Two similar completed works costing not less than the amount equal to **Rs.1.7 lakhs**.

OR

 - c. One similar completed work costing not less than the amount equal to **Rs. 2.72 lakhs**.

“Similar works” means maintenance of Open Source Email System like Horde on Linux environment/ Squid Proxy on Linux environment/Cent OS maintenance

Note:

Document to be submitted:

- Proof of receipt of works .
- Proof for completion of works from customer.

Bidder shall provide customer references with number of equipment supplied including details such as: Name of the unit/company, Name of the contact person; Address/e-mail id, Mobile and Office phone of contact person.

ANNEXURE - III

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, equipment, 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 the 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.

Dated at _____, this day of _____, 20 .

Name/ Company/ Signature:

Electronic Funds Transfer (EFT) OR Pay link Direct Credit Form

Please fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST (Tick one): _____CREATE_____CHANGE

BHEL Vendor / Supplier Code:		
Company Name :		
Permanent Account Number (PAN):		
Address		
City:	PINCODE:	STATE:
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		

VENDOR'S BANK A/c DETAILS:

SL NO	NAME	Description
1	Bank Name	
2	Bank Address	
3	Bank Telephone No	
4	Bank Account No:	
5	Account Type: Savings/Cash Credit	
6	9 Digit code Number of Bank and branch appearing on MICR cheque issued by Bank	
7	Bank swift Code (applicable for EFT only)	
8	Bank IFSC code (applicable for RTGS)	
9	Bank IFSC code (applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, ISG, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, ISG; Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:**Authorised Signatory:****Designation:****Telephone No. with STD Code****Company Seal**

Bank Certificate

We certify that _____ has an Account No. _____

_with us and we confirm that the bank details given above are correct as per our records.

Date (.....)

Place: Signature

Please return completed form along with **A BLANK CANCELLED CHEQUE OR PHOTOCOPY** thereof to:

AGM – Steel & Common MM Dept.,

Bharath Heavy Electricals Ltd., Industrial System Group,

Malleswaram, Bengaluru - 560 012

In case of any Query, please call: 080-22184141 / 080-2218 4528 or fax no. 080-23562713

ANNEXURE - IV

COMMERCIAL TERMS CONDITIONS (CTC)

SL NO	CLAUSE	BHEL'S REQUIREMENT	ACCEPTANCE / REMARKS
1	PRICE BASIS	<p>Firm, till completion of job / contract. The price shall be inclusive of taxes WCT, Composite tax or Service tax etc shall be paid extra at actual as applicable. Present rate of tax shall be considered/indicated.TDS shall be made for IT as per the act.</p> <p>Statutory variation during contract period on the specified taxes and duties considered in the price or imposition of new taxes/levies shall be reimbursed against documentary evidence.</p>	
2	TERMS OF PAYMENT	100% quarterly payment after completion of each quarter shall be made within 15 days on submission of duly certified invoice by BHEL Engineer / User. Payment will be released by EFT from Bangalore.	
3	CONTRACT SCHEDULE	<p>Commencement: shall be within 2 weeks from the date of issue of award of Work.</p> <p>Duration of Contract schedule: One year from the date of commencement of Work.</p>	
4	RISK & COST	As per the risk & cost policy, if bidder fails to execute the contract / render the services, BHEL will get the job done at the risk & cost of the bidder. The actual cost incurred for such jobs along with the departmental <u>charges@ 15% will be recovered.</u>	
5	VALIDITY OF OFFER:	90 days from the date of technical bid opening	
6	ARBITRATION	As per Annexure – V enclosed.	
7	REJECTION OF OFFER	BHEL reserves the right to reject the offer, in case the bidder's past performance in any of the BHEL's previous contract' is not found satisfactory.	
8	LOADING FACTOR	Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed to the Enquiry shall be loaded while evaluating, comparison of prices and L1 will be derived. Basis for Loading will be as per the guide lines prescribed in the Loading Factor Sheet Enclosed with the Enquiry. Acceptance of the vendor is must for this Clause, if not the offer will be rejected.	

9	OTHERS - A	<p>PART-1: TECHNICAL BID: All the tender papers, EXCEPT THE PRICE BID, should be enclosed in a separate sealed envelop and superscribed as “PART – I: TECHNICAL BID”.</p> <p>The Technical Bid includes Covering Sheet, NIT, Commercial Terms & Conditions, UN-PRICED BID, Deviation format, Loading Factors, EFT Mandate, Arbitration etc.</p>	
10	OTHERS - B	<p>PART-2: PRICE BID: Please mention the price in the BHEL enclosed ‘Price Bid’ format and enclose in a separate sealed envelope and superscribed as “PART – II: PRICE BID”.</p> <p>a) Last day and time for submission of the tender: 19.02.2016 by 2:00 PM.</p> <p>b) Time of collection of tenders from the tender box: 2:30 PM and Part – I: Technical bid will be opened in public at 3:00 PM on the same day.</p> <p>c) Venue of tender opening : BHEL-ISG: Tender Opening Room</p> <p>The contractor shall sign with company seal on all the tender documents as a token of acceptance. Any column or clause left un answered shall be treated as accepted.</p>	
12	LIQUIDATED DAMAGES	<p>The vendor will be committed to provide an up time of 98% quarterly for the proxy solution. In the event of breakdown of the system, during the period of contract, complaints will be lodged either by e-mail or telephone. After attending to the complaint, the service engineers shall submit service report mentioning time of complaint, nature of breakdown and time of restoration of the printer. These time stampings will be used as the basis for calculating restoration time of the machine from breakdown.</p> <p>In case of the down time of the server is more than 8(eight) BHEL working hours, supplier shall make necessary arrangements either to provide identical stand-by system.</p> <p>In the event of down time exceeding the above limit and / or supplier not fulfilling the alternate arrangement stipulated above, 2% of the invoice value per day up to a maximum of 10% shall be deducted from the supplier’s bills for payment.</p> <p>In the event of vendor not responding to our service calls leading to non-availability of equipments for use for seven BHEL-ISG working days, BHEL shall impose a penalty of the amount equal to the average of previous three months billed amount.</p>	

13	EARNEST MONEY DEPOSIT- EMD	<p>An amount of Rs. 10,000/- only (Rupees Ten Thousand Only) as EMD shall be deposited in BHEL A/c.</p> <p>All EMD amount to be remitted to BHEL A/c with following details and copy of receipt to be enclosed in the offers:</p> <p>NAME OF THE SITE /DIVISION : BHEL ISG</p> <p>NAME OF THE BANK : ICICI BANK LTD.</p> <p>BRANCH : ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025</p> <p>PHONE No. OF BANK : 022-28308110</p> <p>BRANCH CODE : 0002</p> <p>BRANCH IFSC CODE : ICIC0000002</p> <p>ACCOUNT No. : 000205003783</p> <p>Offer shall be liable for rejection, in case NO EMD is remitted in BHEL A/c as above.</p> <p>PROOF OF AMOUNT CREDITED INTO BHEL A/C HAS TO BE ENCLOSED IN ‘PART – I TECHNICAL BID’.</p> <p>The ‘EMD’ by the tenderer will be forfeited if –</p> <ul style="list-style-type: none">- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.- The tenderer does not commence work within a period as per the LOI / Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract. <p>The EMD shall be returned within 15 days of acceptance of award of Work by successful tenderer.</p> <p>EMD shall not carry any interest.</p>	
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16	SECURITY DEPOSIT	<p>Security deposit shall be furnished by the successful vendor before the start of the work, in any of the following form :</p> <ul style="list-style-type: none"> 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) 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. vi) 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 shall be collected before start of the work and the balance 50% may be recovered from the running bills. vii) The security deposit shall not carry any interest. viii) NOTE: Acceptance of Security Deposit against Sl. No. (iv) Above will be subject to hypothecation or endorsement on the documents in favour of 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. ix) EMD deposited of successful bidder can be adjusted against SD. <p>Security deposit shall be refunded to the successful contractor after successful completion of contract period.</p> <p>Rate of Security deposit –</p> <p>Up to Rs. 10 lakhs of Basic Order Value : 10% Above Rs. 10 lakhs upto Rs 50 lakh :1 Lakh + 7.5% of amount exceeding Rs. 10 lakhs. Above Rs 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.</p> <p>The contractor shall forfeit their security deposit-cum-performance Guarantee in case the system is not able to meet the guarantee parameters due to the reasons attributable to the contractor without prejudice to BHELs rights elsewhere as per the contract.</p> <p>Security cum PBG shall be made from the list of BHEL consortium banks and as per BHEL prescribed format only.</p>	
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LOADING FACTOR SHEET

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1.	LD/Penalty for late delivery:	AMC start: Two (2) weeks from the date of Award of Work.	If not agreed	For the delay in agreed contractual delivery, LD/Penalty shall be levied at the rate of 0.5% per week subject to maximum of 5 % of the total lease rent for the entire lease period for the equipment(s) not delivered in time as per delivery schedule.

No deviation shall be allowed for the following clauses:

1. Security deposit.
2. Risk purchase
3. EMD

DEVIATION FORMAT

TECHNICAL DEVIATIONS:

Following are the DEVIATIONS from Enquiry Specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation
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COMMERCIAL TERMS & CONDITIONS DEVIATIONS:

Following are the DEVIATIONS from Enquiry Terms & Conditions

COMMERCIAL TERMS & CONDITIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation

Note: We confirm that all other clauses of Commercial terms & Conditions are fully acceptable.

Signature/ Seal of the Bidder:

ANNEXURE –VI (A)

Note: Details of taxes and Rates to be provided by vendor when required.

PRICE FORMAT

SL. No.	Work Description	Basic price * (Rs)	Taxes (Rs)	Total Price all inclusive for arriving at L1 Price (Rs)
1	<p>ONE year AMC for mail and proxy solutions: Support and maintenance of cent OS (Enterprise grade Linux OS) for FIVE (5) servers (2 mail, 1 proxy and 2 oracle DB servers) respectively for a period of one year. One time migration of oracle database from RHEL to cent OS</p>			
2	Total price all inclusive in figures: Rs.			
3	Total price all inclusive in words: Rupees.			

Name & signature of the Vendor:

Contact number:

Company seal:

ANNEXURE –VI (B)

UN PRICED BID

S L	WORKS DESCRIPTION	BASIC PRICE *	TAXES	REMARKS
1	1 year AMC for mail and proxy solutions: support and maintenance of centOS (Enterprise grade Linux OS) for 5 servers (2 mail, 1 proxy and 2 oracle DB servers) respectively for a period of one year. One time migration of oracle database from RHEL to centOS	QUOTED / NOT QUOTED	QUOTED / NOT QUOTED	QUOTED / NOT QUOTED
	Total price all inclusive in figures: Rs.			QUOTED / NOT QUOTED
	Total price all inclusive in words: QUOTED / NOT QUOTED			

NOTE: The bidder will not be allowed to change price after final submission of bid.

Name & signature of the Vendor:

Contact number:

Company seal:

Note: Details of taxes and Rates to be provided by vendor when required.

“ 58. ARBITRATION :

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. “