Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026
Tender Ref : BHEL/EDN/DTG/VDI/RE-TENDER/2021 date: 24.03.2021

NOTICE   INVITING   TENDER

1. Tender Reference : **BHEL/EDN/DTG/VDI/RE-TENDER/2021 dt: 24.03.2021**

2. Name of the work : **Virtual Desktop Infrastructure Solution at EDN**

3. Duration of Contract : **Five (5)– year Financial Lease**

4. Last date and time for the receipt of completed tender : **02/04/ 2021, 1300 hrs**

5. Date and time for tender opening : **02/04/ 2021, 1330 hrs**

6. Place of submission of : www.eprocurebhel.co.in

This tender document contains Instructions to bidders, Scope of work, Price schedule etc. as follows.

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1	Scope of Work and Instructions & Guidelines to bidders	Annexure - I
2	Pre-Qualification Criteria	Annexure - II
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Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.
Total no. of pages: 54 Pages.

Prepared by	**Checked by**	**Approved by**
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Dy.Manager / DTG	**SDGM / DTG**	**AGM / MS**

Annexure - I

1. SCOPE OF WORK:

1.1. The scope includes supply, installation, migration, testing, training and maintaining of Virtual Desktop Infrastructure Solution at Electronics Division (hereafter referred as EDN), Mysore Road Bangalore for a period of 5 years on Financial Lease (Rental and Maintenance Charges) basis.

1.2. The systems have been detailed in document. However, all accessories and licenses required for implementation of the systems shall be in Vendor scope within the quoted price, whether these are specifically mentioned herein or not. Any other equipment, module required for the safe and satisfactory operation, control, protection, monitoring, testing and maintenance of the system shall also be in vendor's scope.

2. INSTRUCTIONS & GUIDELINES TO BIDDERS (TENDERERS):

1.1. BIDDER TO INFORM HIMSELF FULLY:

a) The bidder shall closely peruse all the clauses, requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

b) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

c) Before tendering, the bidders are advised to inspect the machine and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labor. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, and specifications and all other documents which form part of the Annual maintenance contract

1.2. GOODS AND SERVICES TAX (GST):

1. BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL-EDN GSTIN No.
2. The Tenderers shall furnish the GSTIN Registration Number in their offer (GSTIN copy of the same to be enclosed).
3. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
4. If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill.
5. Taxes quoted in price Bid, Tick as applicable with %

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
7. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
10. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
11. For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.
12. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
13. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest lvied/leviable on BHEL.
14. Any offer not complying with the above clauses is liable to be rejected.
15. Taxes are applicable at prevailing rates during the contract period. Any variation in taxes and duties will be on BHEL's part.

ANNEXURE – II

PRE- QUALIFICATION CRITERIA

1. Network switches shall be from Cisco, Juniper, HPE (Aruba) only.

2. Bid shall be accepted only from individual bidder and not from consortium. Single bidder shall take responsibility for execution of the complete project.

3. The bidder must be the OEM or the authorized partner for the components (Server and storage Hardware, VDI software, Hypervisor software and Microsoft software) in the proposed solution.

4. Authorization letter in the prescribed format (Annexure- VII) from VDI OEM & Server OEM in favor of authorized partner to bid for the order against this tender, must be enclosed.

5. OEM shall support bidder for installation of Hardware.

6. End-to-End VDI Solution implementation and Go-Live has to be done by the VDI OEM or Bidder or Partner only (Detailed Project Plan, Implementation & Go-Live document to be submitted).

7. VDI OEM shall submit one reference where the proposed solution i.e., VDI, deployed at least 1000 concurrent users in India (Min., One PO Copy with masked prices).

8. Solution Proposal to be vetted and duly confirmed by Virtualization OEM

9. Installation, migration, testing, training and maintenance should be carried out by the OEM only.

10. Support during the entire lease period and AMC for two years beyond the lease period shall be provided by the OEM only.

11. The OEM shall have a service center in Bangalore for supporting each of the equipment supplied.

12. The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted. Bidder to furnish copies of Articles of Association and Memorandum of Association and audited balance sheets of last 3 years.

13. Bidder and OEM 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.

14. 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.5,75,00,000/-. Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer.

15. The solution involve servers, storage and x86 Server Hardware from following OEMs only
    15.1.   M/s IBM
    15.2.   M/s DELL
    15.3.   M/s HP
    15.4.   M/s CISCO
    15.5.   M/s HITACHI

16. The Bidder must ensure the VDI software's have been tested and proof-of-concept has been carried out successfully in BHEL EDN premises. The VDI Software's that has not been tested in BHEL EDN Environment and where Proof-of-Concept is not carried by VDI OEM in BHEL EDN on or before publishing of this tender, if quoted, shall be rejected outright.

17. Relaxation of the above pre-qualification and eligibility criteria will not be entertained under any circumstance. Bidders who do NOT comply with one or more of the above eligibility criteria NEED NOT quote. The bidders who do NOT comply with one or more of the above eligibility criteria are liable to be rejected.

18. Bidder has to give an acceptance for Reverse Auction (RA) Yes / No

ANNEXURE – III

1. **GENERAL TERMS AND CONDITIONS**
    1.1. SUBMISSION & OPENING OF BIDS
        The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.
    1.2. **PART-I :TECHNO-COMMERCIAL BID**
    This part shall consist of the following:
    1.2 Commercial terms compliance statement as per enclosed format only.

    1.2   Unpriced copy of price bid as per enclosed format only.

    1.3 BHEL reserves the right to accept or reject the technical offer. Price bids will be opened only of those bids which are techno-commercially qualified.
        The techno- commercial bid should not include prices.

    1.1. **PART-II: PRICE BID**
        a) Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable GST.
        b) **Price Bid should not contain any technical details and/or Commercial Terms & Conditions** as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

    1.2. Reverse Auction (RA)
        a) BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the   techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
        b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessary submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
        c)   The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
        If it is found that L1 bidder has quoted higher in online sealed bid in comparison to the envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again default on this count in any subsequent tender in the unit, it will be consider as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealing with suppliers/ contractors (as available on www.bhel.com).

        Terms and conditions of RA are contained in Annexure–XI.

2. General Instructions and Guidelines

2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.

2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.

2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.

2.4. In case, bidder finds discrepancies or omissions in the diagram/specification/details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

2.5. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.

2.6. If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn.

2.7. Tenders are liable for rejection, If tender is:
   a) conditional and unsigned
   b) containing absurd rates and amounts
   c) incomplete or otherwise considered defective
   d) not in accordance with the tender conditions
   e) not submitted in the prescribed forms.
   f) received after due date and time (late offer).

2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.

2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.

2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

2.11. Unsolicited revised Price Bids or discount submitted after the due date & time of offer submission (Part-I) shall not be entertained at any stage of the tendering process.

2.12. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

3. RATES

3.1. Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, insurance during the entire lease period and on-site comprehensive maintenance including spares and deployment of service engineers during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, all applicable taxes like Service Tax, Lease Tax/ Right-To-Use (RTU) Tax will be reimbursed extra as per actuals.

3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. After opening of Part-I Bid, no request for any change in rates/tariff due to above will be entertained.

3.3. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model. The rates shall include taxes and duties payable on account of Octroi, Sales Tax, and Tax on works Contract etc.

3.4. In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

3.5. There is 'NO' one-time charges like installation, migration, project management etc.

4. TENDER EVALUATION

4.1. **Stage-I: Evaluation of Technical & Un-priced Commercial Bids**

a) Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **PRE-QUALIFICATION CRITERIA FOR BIDDERS** will be (**Annexure-II**) considered for further evaluation.

b) Technical and un-priced commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.

c) During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.

4.2. **Stage –II: Evaluation of the Price Bid:**

a) Only Techno-commercial cleared offers will be considered for price evaluation.
b) Evaluation of the offer will be based on L1 of the total value for the entire scope of work (delivered cost (or) net cash outflow to BHEL).
c) The Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire Finance Lease(Rental and Maintenance Charges) period, all taxes & duties, insurance, Freight & insurance charges, Packing & forwarding charges, any other

incidental charges, etc. Applicable % of taxes& duties should be clearly indicated in price bid format.

d) The contract will be awarded to a single party for the total scope based on the above evaluation.

e) Discrepancy in Words & Figures - quoted in price bid

4.2.e.1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

4.2.e.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

4.2.e.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (4.2.e.1) and (4.2.e.2) above.

4.2.e.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

f) The bidder shall quote the quarterly finance lease charges (Rental and Maintenance Charges) per system for 5 years. Breakup of rental and maintenance charges shall be mentioned. Bidder shall also indicate all the applicable taxes.

g) BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation.

5. ETHICAL STANDARD:

5.1. Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. for the purposes of this provision, the terms set forth below are defined as follows: a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.

ANNEXURE – IV

1. COMMERCIAL TERMS & CONDITIONS

1.1. ORDER ACKNOWLEDGMENT
Letter of acceptance of the Order / Contract is to be submitted within one week.

1.2. PERIOD OF CONTRACT :
The period of contract is for Five years on Finance (Rental and Maintenance Charges) lease.

1.3. VALIDITY OF OFFER :
The offer should be valid for 6 months from the date of opening of technical bid.

1.4. PERFORMANCE BANK GUARANTEE :
The successful Bidder (herein after referred to as vendor) should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a pro-forma prescribed by BHEL for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of Five years. If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodged in any one of the Indian counters of the foreign bank's COUNTER PART of BHEL's consortium Indian Bank.

1.5. SUPPLY CONDITION:
All equipment supplied and installed shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished.

1.6. INSPECTION:
Ordered items shall be offered for pre-dispatch inspection before shipment. BHEL reserves the right to exercise the option to inspect the components on receipt at BHEL or give dispatch clearance based on vendor's inspection and other reports.

1.7. DELIVERY & INSTALLATION
   a) The OEM shall be responsible for timely delivery, installation and commissioning of all the hardware/software given in the scope of supply at BHEL EDN premises.
   b) Delivery period shall start from the date of placement of firm order.
   c) Delivery Period : 8 weeks from the date of order
   d) Installation Period : 4 weeks from complete delivery date as certified by BHEL EDN.
   e) Items shall be delivered at BHEL EDN Mysore Road Bengaluru.

1.8. PENALTY FOR LATE DELIVERY
For the delay in delivery, 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. The penalty will be deducted from the first quarter rental charges, the same will be adjusted from the subsequent quarters.

1.9. PENALTY FOR LATE INSTALLATION
For the delay in installation owing to the reasons attributable to the vendor, penalty shall be levied at the rate of 0.5% of the total lease rent per week subject to maximum of 5% of the total lease rent for the entire lease period. The penalty will be deducted from the first quarter rental charges, the same will be adjusted from the subsequent quarters.

1.10. **PAYMENT TERM**

Lease period will start after issue of Commissioning Certificate by BHEL EDN. The payment of Finance Lease (Rental and Maintenance Charges) contract charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate. Payment will be released after submission of verified invoices and on certification by BHEL. Uniform rental rate will be paid in all quarters except in first and last quarter if they are not calendar quarters.

The first quarter Finance Lease (Rental and Maintenance Charges) payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL (calendar quarterly basis). An installation certificate will be issued by BHEL after completing the Acceptance Test Procedure (ATP) terms. Thereafter, payment will be made at the end of each quarter.
Payment will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format.

Invoices shall be submitted as follows:
    1.10.a.1.   Equipment leasing to be billed by Vendor/Lessor(Financing Agency)
    1.10.a.2.   Maintenance charges to be billed by Vendor.

1.11. **ACCEPTANCE TEST PROCEDURE (ATP)**
   a)   Complete system supply, installation, migration, testing and training of system as per requirements and technical specifications must be fulfilled.

   b)   Soft copy and 1 sets of hard copies of complete system documentation, technical literature including the technical catalogues, maintenance and service manual, user manual of all the components like the servers, storage, network components , software to be submitted.

   c)   Details of configuration, various wiring diagrams, layout, Marking and labelling of switches, all networking components involved, cables , ports , terminations, running instructions etc. to be submitted.(1 sets)

   d)   Complete lay-out of the network architecture as built of the total system should be submitted by the vendor.

   e)   Newness certificate: The Vendor has to submit the newness certificate of all the equipment supplied.

   f)   OEM support: The Vendor has to submit the certificate from the Original equipment manufacturer of the all the system components for their direct support.

   g)   Certificate: Vendor has to submit certificates as per technical specifications and any other relevant statutory documents**.**

1.12. **BANK CHARGES :**
Unless otherwise specified, the Bank charges, if any, shall be to the account of Vendor/Lessor.

1.13. WARRANTY & MAINTENANCE:

a) The warranty and maintenance of equipment shall be undertaken, for Five years from the date of acceptance of the total supply.

b) The warranty and maintenance will be comprehensive with spares and labour. The maintenance will be inclusive of replacement of all defective components during the warranty period.

c) The maintenance shall include installation / maintenance of all system components and Firmware/software patches. BHEL is entitled to upgrade of all software like management software, virtualization platform etc. released during the warranty period (Five years) and vendor to install & support these updates.

d) SLA: 24x7 support for hardware including server, storage, network and associated software . 9x5 onsite support for virtualization

1.14. DEDUCTION FOR DOWNTIME:

a) QUARTERLY DOWNTIME CALCULATION FOR THE SUPPLIED EQUIPMENT & SERVICES

Vendor shall be responsible for running the system at the uptime of 99%. Vendor shall also be responsible for at least 97% uptime of each component of the system. The deduction for downtime will be as mentioned below. Deduction from quarterly payments to the vendor will be made for non-availability of the system and any of the components for not meeting the above uptime requirements. The amount exceeding the quarterly payment to the vendor will be deducted from Performance Bank Guarantee.

b) DOWNTIME CALCULATION

System:

If system is down for 5 hours in a quarter

Quarterly Financial Lease (Rental and Maintenance Charges) amount of **entire system** is Rs. A Then the deduction will be: Rs. $(A / 90) * (5/24)$

Component:

If any of the component is down for 10 hours beyond 2% of grace downtime in a quarter.

Quarterly Financial Lease (Rental and Maintenance Charges) amount of **the component** is Rs. B Then the deduction will be: Rs. $(B / 90) * (10/24)$

c) Vendor has to provide
   1) Component wise break-up of lease rental charges.
   2) Quarterly uptime report of the system and components.

Note: If any equipment is down continuously for a month in spite of being serviced, the equipment shall have to be replaced by the Vendor, without any extra charge.

1.15. TRAINING

Training of BHEL user shall be part of the contract. During installation at location the associated BHEL users shall be trained on the configuration and usage.

1.16. **INDEMNITY**

a)   Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System, Software etc. by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor 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.

b)   In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

1.17. **INSURANCE**

Insurance for the complete Systems/Goods shall be arranged by the Vendor/Lessor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/Lessor. The insurance policy shall be assigned to BHEL.

1.18. **CONFIDENTIALITY**

Vendor/Lessor shall, at all times, undertake to maintain complete confidentiality 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. A third party non-disclosure agreement has to be submitted by the Vendor as per the following sample format **(Annexure-X)**.

1.19 **ARBITRATION & CONCILIATION**

1.9.1 **Conciliation**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to

these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

1.9.2 Arbitration

a) With a Sole Arbitrator:

 3.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

b) **IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:**

3.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."

3.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

1.20   SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the BHEL which will not be unreasonably withheld.

1.21   LIMITATION OF LIABILITY

The Vendor's liability will be limited to the scope of this contract only.

1.22   RISK PURCHASE

BHEL   reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either   the whole or part of

a)   The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.

b)   The warranty and support which the Contractor has failed to provide in respect of the supplied   system/equipment suffering from not less than 1 month of downtime. The Contractor shall   compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with   LD, if any.

1.23   COMPLIANCE TO ESI / PF ACTS

a)   The vendor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from

time to time. For this purpose, he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".

b) The Vendor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due under the Act, to be sent to the appropriate authorities through the Principal Employer.

c) If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Vendor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Vendor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.

d) If applicable, the vendor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the vendor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.

e) Vendor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.

f) Above is applicable for the Service Engineer stationed in EDN by the vendor for providing the desired levels of service at both EDN and ESD.

g) If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for Service Engineer deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for Service Engineer deployed by him who are not covered under ESI Act, along with his monthly bill.

h) The contractor shall comply all requirements, applicable Acts/ Rules, Provisions, regulations, notifications and amendments made there under by concerned authorities from time to time.

1.24 ADDITIONAL FACILITY REQUIRED IN FUTURE ON EQUIPMENT

In case any additional facility, upgrade etc. is required on the equipment the Vendor shall provide the same at mutually agreed terms.

Relocation to new datacenter if required shall be done at no extra cost.

1.25 TERMINAL PAYMENT

BHEL shall have the right to acquire or surrender all the systems at the end of the lease period. In case BHEL decides to acquire the systems, a nominal charge of Re.1.00/-(Re One only) per equipment will be paid as terminal payment.

In case of termination or surrender of systems by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

1.25.1   Security deposit will be returned to the vendor after successful execution of the project by the vendor. Security deposit will be forfeited in case the vendor doesn't complete the project successfully.

TECHNICAL SPECIFICATIONS   Annexure-V

General Requirements

SL No.	Specifications
1	Network switches shall be from Cisco, Juniper, HPE (Aruba) only.
2	OEM shall support bidder for installation of Hardware.
3	End-to-End VDI Solution implementation and Go-Live has to be done by the VDI OEM VDI OEM or Bidder or Partner only. VDI OEM VDI OEM or Bidder or Partner to completely own Migration of Desktop based computing existing in BHEL EDN to VDI Solution Platform. [Data Migration is BHEL EDN responsibility]
4	Resident Engineer1 to be VDI OEM Certified and should be an L1 Resource or VDI OEM Experienced Engineer who has worked on vSphere for at least 2 years. Experience Certificate to be provided at the time of posting the RE on Site. He should be able to manage Entire VDI Infrastructure including hardware and software quoted. He will be responsible for preventive maintenance, logging calls with HW & SW OEMs for issue/incident resolution.
5	Resident Engineer2 who is proficient in Windows OS and Windows based applications, configuration of mail accounts, printer configuration, thin-client installation. Should be able resolve day-to-day service requests of end users.
6	Resident Engineer 1 & 2 both should be available on premise in BHEL EDN and follow BHEL EDN timings for day-to-day operations.
7	RE 1 & 2 to obtain prior permission from BHEL Management for any leave and replacement to be provided during absence if asked by BHEL.
8	VDI OEM L1 – L3 Support should be from VDI OEM only.
9	Training to be provided for management of hardware including storage & virtualization

1. TECHNICAL SPECIFICATION

3.1 Hardware & Software Requirements: BILL OF QUANTITY (BOQ)

The number of users in different units of BHEL EDN are given below:

User Profile 1 – Task Application Users– 1024 Users
User Profile 2 – Power Users – 400 Users
User Profile 3 – Graphic Users – 76 Users

Configuration for VDI (RDS) Environment – Task Users	
Operating System	Windows Server 2019 Server
Number of Users per core	10
Memory per user	1 GB
OS Disk Size of RDSH Desktop	50 GB
User Data Disk Size	150 GB
IOPS per User	37 IOPS

Configuration for VDI Environment – Power Users	
Operating System	Windows Server 2019 as Desktop
MHz per User	952 (2 vCPU/VM)
Memory per user	6GB
OS Disk Size	40 GB
User Data Disk Size	150 GB
User IOPS per User	75 IOPS

Configuration for VDI Environment – vGPU Environment	
Operating System	Windows Server 2019 as Desktop
MHz per User	1104 (4 vCPU/VM)
Memory per user	16GB
vGPU Profile	1 GB
OS Disk Size	40 GB
User Data Disk Size	150 GB
User IOPS per User	90 IOPS

From the above data, it is derived hardware sizing & license requirements for various Software are as given below:

Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026
Tender Ref : BHEL/EDN/DTG/VDI/RE-TENDER/2021 date: 24.03.2021

VDI Cluster - 780 Users SITE 1

Task Users : 512 , Power Users : 400

SL NO	Config Detail	Quantity
1	**2 Socket with Cascade Lake Intel® Xeon®Gold 6254 Processor, 24.75M Cache, 3.10 GHz, 18C/36T** The quoted processor should be from latest available reliable series released in the year 2021 or later. Supporting documents for the processor specification and benchmark details to be enclosed.	11(10+1)
2	RAM : 8x64GB = 512GB DDR4 ECC-2166	
3	2 x 1.2 TB SSD for Caching	
4	10 x 3.84 TB SSD	
5	2 x 1 Gbps NIC	
6	4 x 10Gbps Fiber SFP+ Ports with transceivers	
7	1x128 GB M.2 Internal SSD for ESXi	
8	Matching Chipset for the quoted Processor	
9	8 or more hot plug drive bays	
10	Optical Drive - Internal 8x DVD RW Drive	
11	Should come with Hot Pluggable & Redundant Power Supply	
12	Hot pluggable redundant fans	
13	For OEM : ISO 9001 (Latest version) ERTL/FCC-EMC Class A or Class B Latest version of IEC-60950-1 / IS 13252 / UL-60950 ACPI (Latest Vesion) compliant RoHS compliant	
14	OEM onsite , labour , parts warranty for the entire lease period	

Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026
Tender Ref : BHEL/EDN/DTG/VDI/RE-TENDER/2021 date: 24.03.2021

VDI Cluster - 720 Users SITE 2

Task Users : 512 , Design Users : 76

SL NO	Config Detail	Quantity
1	**2 Socket with Cascade Lake Intel® Xeon®Gold 6254 Processor, 24.75M Cache, 3.10 GHz, 18C/36T** The quoted processor should be from latest available reliable series released in the year 2021 or later. Supporting documents for the processor specification and benchmark details to be enclosed.	6(5+1)
2	RAM : 8x64GB = 512GB DDR4 ECC-2166	
3	14 x 3.84 TB SSD	
4	2 x 1.2 TB SSD for Caching	
5	2 x 1 Gbps NIC Card	
6	4 x 10Gbps Fiber SFP+ Ports with transceivers	
7	1x128 GB M.2 Internal SSD for ESXi	
8	OEM onsite , labour , parts warranty for the entire lease period	
9	Matching Chipset for the quoted Processor	
10	8 or more hot plug drive bays	
11	Optical Drive - Internal 8x DVD RW Drive	
12	Should come with Hot Pluggable & Redundant Power Supply	
13	Hot pluggable redundant fans	
14	For OEM : ISO 9001 (Latest version) ERTL/FCC-EMC Class A or Class B Latest version of IEC-60950-1 / IS 13252 / UL-60950 ACPI (Latest Vesion) compliant RoHS compliant	
15	Nvidia RTX 6000	6

Software Licenses

SL NO	Config Detail	Quantity
1	VDI OEM Software Concurrent User License	1100
2	Production Support/Subscription for VDI OEM [L1-L3] (Concurrent) for 5 years	As per requirement
3	MS Virtual Remote Desktop Access Licenses (RDS CALs for 1100 Users)	1100
4	MS Virtual Desktop Access Licenses (VDA for 50 Users) : Windows 10 2019 LTSC IoT Edition or latest	50
5	Windows Server 2019 Datacentre Edition [Total : 612 Cores] Total Cores 18Cores x 2 Socket x 17 Servers	As per config
6	Microsoft SQL 2019 Standard – 2 core pack	8
7	MS Virtual Desktop Access Licenses (VDA for 80 Users) : Windows 10 Professional or latest	80
8	VMware vSAN 7 Advanced	As per config
9	NVDIA Quadro vDWS Perpetual license ,1CCU	76
10	Public SSL Certificate	1
11	Endpoint detection response and prevention	500
12	VMWare vSphere 7 Enterprise plus or VMWare vSphere 7 for Desktop Hypervisor Licenses	As per requirement
13	TeamViewer Corporate Subscription + 7 Addon Channel	10 Users Concurrent
14	Windows Server 2019 Datacenter Edition : SA for 2 years	As per config

Thin client requirement: 1414 Nos

3.2 Onsite Engineer Requirements for Rollout of VDI – One Time Activity

Sl. No.	Unit	Description	Nos
1	EDN	Installation of thin client, Educating users	20
2	ESD	Installation of thin client, Educating users	5

3.3 Onsite Engineer Requirements for 5-year tenure.

Sl. No.	Unit	Description	Nos
1	EDN	VDI OEM Certified L1 Resource or VDI OEM Experienced Engineer who has worked on quoted products for at least 2 years. Experience Certificate to be provided at the time of posting the RE on Site.	1
2	EDN	Desktop Engineer [Proficient in Network, Windows OS fundamentals , Thin Client, Printer Installation]	1

The specifications of the above items are in the subsequent "Technical Requirements" Section.

3.4 Solution details to be submitted

As indicated earlier, the bidder has to respond to all requirements tabulated in this document. In addition, an optimum solution document shall be submitted elaborating the details and technology proposed. The following solution details shall be covered in this document.

S No.	Specifications	Vendor Response	Remarks
1	Make, model, BOM and data sheets. Overheads added in addition to the usable CPU, RAM requirements and overheads given in this document needs to be mentioned.		
2	Storage sizing methodology number, configuration, make, model, BOM and data sheets. Please explain how de-duplication, compression and backups / recovery are achieved. The ratio of usable storage to the physical storage needs to be mentioned.		
3	Management number, configuration, make model, BOM and data sheets. Management features for the entire infrastructure.		
	VDI, hypervisor SW details		
4	Details of all components, features and technology.		
5	Comparison of Different version / flavours available and the justification for the version / flavour proposed.		
6	Please explain how identity and access management are done.		
7	Please explain how user will login to the VDI environment from thin client and home. How does the user get the virtual desktop or app?		
8	How performance issues are addressed.		
9	Different licensing options available.		
10	How software upgrades shall happen.		
11	Microsoft software details with all licensing requirements.		
12	Security measures like encryption, ransomware protection, two-factor authentication, management of all connected devices		
13	Comparison of different AMC support packages available for hardware and software.		
14	Network connections diagram.		
15	Network security components.		
16	Details of Logging and system monitoring.		
17	Details of Management Systems		
18	Implementation time lines including migration of data		

4.0 Technical requirements

> The specifications given below are indicative and not exhaustive, and are meant to convey the broad requirements of the project.

4.1   Thin client requirements

SL NO	Configuration Detail
1	VMWare/Citrix Certified Thin Client with Windows 10 or latest OS
2	Thin Client should support latest VDI Client Version
3	Modern Standard Keyboard and Mouse
4	USB Ports
5	HDMI/DVI/DP
6	Intel/AMD based thin-clients
7	Monitor : 21" Inch, LED
8	Support to Connect to all type of printers (Network, USB)
9	Support for Security Tokens, Hardware Dongle, C&I Dongles - based on USB, Marx Crypto Security Dongle or similar types has to be supported for redirection to VDI.
10	It Shall support secure communication, TLS 1.1 and higher, IPV4 & 6, client device authentication, Digital Signature Certificate USB, peripherals like printers, scanners, barcode scanners, MFPs, USB drives, network attached peripherals.
11	It shall be possible to selectively enable peripheral devices.
12	It shall be possible to use Fingerprint devices for login and application authentication.
13	(d) Networking: RJ45 (10/100/1000Mbps)
14	(f) Audio: 1 x 3.5mm audio-mic combo jack , Internal mono speaker

Sl.No	Item Description	Quantity
01.	Logitech ConferenceCam BCC950 [Part No : 960-000939] or latest in the same series	20 Nos.

4.2   Network Components

   a. All network components required for functioning of VDI Solution should be quoted in consultation with VDI OEM
   b. Top of the rack switches to be considered.

4.3 Specifications for VDI

Components	Category	Description	Compliance (Yes/No)
General	General VDI Specifications	**General Requirements**	
		The VDI solution shall be scalable up to 250000 device connections.	
		The solution should support the delivery of Windows & Linux based Virtual Desktop, RDSH based Desktop, hosted & packaged application from same platform and single user portal.	
		The solution should allow named user connection	
		The solution should support applications virtualization by encapsulating application files and registry into a single package that can be deployed, managed and updated independently from the underlying operating system (OS).	
		The Solution should provide anytime, anywhere secure access to desktops and applications including SaaS/web applications, Hosted RDSH App, packaged ThinApps and even Citrix applications on any endpoint, including iOS, Windows, Android and Mac	
		The Solution should be able to connect from industry standard client operating systems (OSs) and Thin client/Zero Clients.	
		The solution must provide in-depth monitoring and historical usage (minimum three month) reporting of VDI environment.	
		The solution should have build-in session collaboration feature to share user session.	
		The solution should allow admins to remotely connect to particular user session and delegate user control	
		The solution should support mechanisms to prioritise specific workload during storage side contentions	
		The solution should provide Unified client for consistently great experience across devices and locations for -Optimized access across the WAN and LAN through an HTML browser -High performance multi-media streaming -Rich virtualized graphics -fully optimized unified communications and real-time audio and video support. -intuitive and contextual user experience across devices making it easy to run Windows on mobile. -Access to local devices, USB and device peripherals	

Platform	**Compute**	The Solution should support VMware Bare-Metal Architecture with Robust virtualization layer directly on the server hardware, providing near-native VM performance, reliability and scalability/Optimizes power consumption by turning off hosts during lower load periods/Eliminates application downtime due to planned desktop/server maintenance by migrating live virtual machines between hosts, across clusters, distributed switches/High availability across your entire virtualized IT environment without the cost or complexity of traditional clustering solutions.	
		Virtualization software should be in the Leaders Quadrant of 2016 Gartner Magic Quadrant for x86 Server Virtualization Infrastructure for continuous last 5 years with heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux (at least Red Hat, SUSE, Ubuntu, CentOS and Solaris x86)	
		Virtualization software should have capability to create Virtual machines with up to 128 virtual processors, 6 TB virtual RAM and 2GB Video memory in virtual machines for all the guest operating system supported by the hypervisor	
		Provides continuous availability for applications (up to 4-vCPUs) with zero data loss in the event of server failures.	
		The VDI Solution should support hot add of vCPU, Memory, disk of a Virtual machine without any downtime.	
		The solution should have containers fully integrated into the kernel allowing for all the native benefits of hypervisor to apply directly to container objects including security, management, high availability and monitoring	
		The Solution should help reduce time spent on routine remediation by automating the tracking, patching and updating of hypervisor hosts.	
		Dynamically allocate resource when any VM has resource congestion	
		Solution should provide encrypted live migration capability across different virtualization management instances and versions and provides seamless migration of individual VMs across different processor generation between different data-centres or from an on-premises data-centre to the cloud and back, across clusters and during power cycles.	
		The virtualization software should provide in-built Replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.	
		The virtualization software should have the in-built capability to be able to support a proven endpoint security solution to any workload with an approach that is simplified, efficient, and cloud-aware. This security solution should enable 3rd party endpoint security solutions to eliminate the agent footprint from the virtual machines, offload intelligence to a security virtual appliance, and run scans with minimal impact.	
		Hypervisor should have inbuilt Distributed Switch to centralize network provisioning, administration and monitoring using data centre-wide network aggregation, should provide Network QoS to define priority access to network resources.	

Management	**Network**	Virtualization OEM should provide L1 - L3 , 24x7x365 unlimited incident support (Telephonic/ Web/ Email) including the upgrades and updates.	
		The solution should have in-built software defined storage capability integrated within the hypervisor kernel itself and should work without the need for any specialized dedicated controller virtual appliance.	
		The solution should allow common management across storage and dynamic SLA automation via policy-driven control plane. Policies can be applied on a per-VM level and adjusted on the fly. No LUNs or RAID configurations should be required.	
		The solution should provide a single unified management console for the management of the entire environment including virtualized environment as well as software defined storage environment to simplify the manageability of the entire solution	
	Virtual Desktop Management	Hypervisor should have in-memory-Based caching solution that help to reduce read IOs issued to the storage subsystem and thus improves scalability of the storage subsystem while being completely transparent to the guest OS which will help with read-intensive I/O storms, such as OS boot and reboot, A/V scans.	
		The Solution should support Thin provisioning/space reclamations technologies for storage space optimization from deleted virtual Desktops.	
		Virtualization software must support standard NIC teaming protocols like LACP for load sharing and redundancy.	
		The solution should support enforcing security for virtual machines at the Ethernet layer. Disallow promiscuous mode, sniffing of network traffic, MAC address changes, and forged source MAC transmits.	
		Virtualization software should provide network traffic-management controls to allow flexible partitioning of physical NIC bandwidth between different network-traffic types and allow user-defined network resource pools, enabling multi-tenancy deployment, and to enable QoS across virtual and physical infrastructure with 802.1p tagging.	
		The solution should provide software load balancer capability which can be scaled out on demand for providing load balancing and redundancy at all levels to ensure the availability of Virtual Desktop & Applications.	
		The proposed solution can be hosted on multi datacenter architecture which will allows IT to easily move and locate broker pods across datacenters and sites.	
	Application Management	The proposed solution shall provide comprehensive visibility across a desktop environment, allowing IT to optimize the health and performance of desktop services and cloud analytics.	
		Connection broker software should allow to deliver virtualized or remote desktops and applications through a single virtual desktop infrastructure (VDI) platform and support end users with access to all of their desktops and applications through a single unified workspace catalog.	
		The solution should support Instant cloning technology for fast VDI provisioning whereby a booted-up parent VM can be quiesced, and "hot-cloned" to produce derivative VM's rapidly, leveraging the same disk and memory of the parent, with the clone starting in an already "booted-up" state	
		IT should have ability to use Group policy administrative templates (ADM files) to optimize and secure VDI infrastructure.	
		IT should have an ability to use centralized smart pooling and auto provisioning capabilities to provide range of automated persistent, non-persistent and stateless desktops in the same pane of glass.	

		IT should have an ability to leverage the deployment of SOE application using template/application stack with just few clicks.	
	User Environment Management	Solution should Deliver and upgrade applications through virtual disks in real-time, lowering time to deploy applications from hours to seconds and reduce the number of desktop images to manage by allowing to create modular app stacks.	
		The Solution should provide capability to deliver different versions of the an application without any conflict with underlying operating system in single user's Virtual Desktop session.	
		Reduce management costs by efficiently delivering applications from one virtual disk to many desktops such that applications are immediately and dynamically made available, upon logon, while logged in, or at boot.	
		Dynamically change policy when client is moved from trusted to untrusted network	
	End User Experience	Solution should provide Scale out services with a single solution that supports virtual, physical and cloud-hosted environments.	
		Solution should provide ability to quickly add and remove profile and personalization services.	
		The Solution should provides end-to-end visibility into the health, performance, and efficiency of virtual desktop and application environments from the data center and the network, all the way through to devices	
		The solution should provide a tool for user's virtual desktop and application sessions recording for security compliance purpose.	
		The VDI solution historical reports availability should be for minimum 3 months.	
		Monitoring software for VDI should allow IT to easily troubleshoot, manage and monitor your end-user computing environment with a single pane of glass from datacenter to devices. Solution should automatically track the health of your virtual desktop infrastructure stack to optimize performance. Monitor all storage, compute and network resources—including Protocol performance, Connection Servers and Gateway Servers—across physical and virtual boundaries. It shall be able to do root cause analysis with log management from single pane of glass with In-guest metrics for app performance monitoring by Identifying over-provisioned hardware, bottlenecks and resource constraints.	
End User Experience		Solution should support Advanced Analytics & Reporting. It should Automatically learn normal operating parameters for Desktop Virtualization infrastructure and user workloads. Get proactive warnings. Set alerts based on dynamic rather than "hard" thresholds that adapt to your environment. Receive advanced notifications before events impact end users to proactively manage your environment. Take advantage of out-of-the box usage and license-compliance reports and easily remediate your environment with common commands.	
		Desktop virtualization Client should allow users to transparently use local or network printers from within their remote systems, yet removes the requirement for installing proprietary printer drivers on each View VDI desktop.	
		The Desktop virtualization remote protocol should automatically chooses UDP/TCP based on Bandwidth, Packet Loss, Delay and Jitter to maintains a great user experience across a wide variety of network types, ranging from corporate LAN to public Wi-Fi and mobile networks.	

		The Solutions should allow end users to uses the self-service enterprise portal to access all the corporate applications (Web Applications, Virtualised Applications, SaaS), virtual desktop and RDSH Session based desktop which they are entitled too.	
		The Solution should provide a web-based self-service portal, allows end users to easily and quickly change their password or reset their expired AD password.	

Security	**Security**	The solution should support offloading Audio and Video data for Skype for Business 2016, Microsoft Teams and Zoom calling in virtual Desktop environment.	
		End user can access the latest updated application needed without rebooting the desktop.	
		End users can save data and profile settings and the same is seamlessly available till the time users is entitled by IT.	
		End users can add their applications to Favourites, and group them in categories. The new action menu allows end users to easily reset their virtual desktops as well as move subscribed applications to the top or bottom of the list, improving usability on mobile devices.	
		The Solution should provide a HTML 5 based access to the Virtual desktops and applications.	
		Solution should provide inbuilt SSL VPN capability such that Using the gateway users should able to access virtual desktop and applications from internet or home without any third party VPN gateways or hardware appliance.	
		The Solution should allows IT to set up dynamic policies that change a user's experience based on things like location or device type.	
		Solution should provide the real time compliance monitoring and auditing.	
		The Desktop virtualization software should be FIPS and Common Criteria Certified	
		Desktop Virtualization software should integrate with two factor (RSA, Smartcard) and radius authentication solutions.	
		Desktop Virtualization software provides Role based access control to seamlessly share the same management infrastructure across different management team.	
		The Solution should support agentless anti-virus and malware scanning / remediation in a large-scale virtual desktop environment without the need for agents inside every virtual desktop, should consolidates, and offloads all antivirus/anti T malware operations into one centralized secured virtual appliance.	

4.4 Specifications for hardware

S.No	Description Of required specifications	Compliance (Yes/No)	Remarks
1	Appliances may be quoted. However, ensure the hardware & software BOM/BOQ requirement is met.		

4.5   Server Load Balancer Specifications.

S.No	Server Load Balancer Specifications	Compliance Yes/No
1	Must be an appliance with Hardened OS OR any Software based solution running on Industry grade server which supports Multitenancy and Virtual Contexts	
2	System must support 5K SSL TPS for 2K bit key and on demand upgradable up to 10K TPS for 2K bit key with 6 Gbps of bulk encryption	
3	A SINGLE central controller should be capable of managing a HETEROGENOUS cloud environment comprising of different cloud and virtualization platforms	
4	The proposed solution should have a Central Management station which support Auto-Discovery, Integration and Orchestration of the underlying cloud on which it has been deployed	
5	Should have WAF as an integral feature to the Server Load Balancing function. The WAF should have a minimum feature set to protect the applications from the OWASP Top 10 attacks, DDoS solution	
6	The solution should provide Application performance monitoring through detailed analytics at a PER APPLICATION level.	
7	The SLB should support the below load balancing algorithms:	
8	Hash Least Connections Round-Robin Weighted Round Robin Response Time Bandwidth Load based for HTTP only	
9	In case the bidder proposes a Virtual load balancer then the instances should support Flexible licensing plans which may be VCPU based OR on any metric that can be measured and managed centrally. These licenses should provide the option to scale UP the performance levels ON DEMAND.	
10	The Load Balancer should support Day 0 provisioning using Open interfaces for e.g. REST based provisioning of Network Interfaces and Application and associated policies	
11	ROLE BASED ACCESS control should be available on a PER TENANT basis	
12	Traffic Redirection	
13	The proposed solution should support performing load balancing for Layers 4 through 7 of the Open Systems Interface (OSI) reference model with support to the IP, TCP and UDP protocols.	
14	System supports performing load balancing for Layers 4 through 7 based on source/destination IP	
15	System support load balancing based on relative weight	
16	System support load balancing based on CPU – Memory Utilization of Server using defined SNMP (MIB) data	
17	System supports virtual servers that can listen on UDP and TCP ports	
18	System has the ability to enable and disable individual servers behind a virtual address. Servers can be removed in both a graceful and hard shutdown fashion.	
19	Persistency	
20	System supports session persistency based on Layer 3.	
21	System is able to make persistency decisions based cookies	

22	Health Monitoring	

		Compliance Yes/No
23	System supports the ability configure TCP and UDP monitors	
24	System supports multiple health checks per IP and per port	
25	System supports the ability to specify the number of retries for each monitor before marking a Real Server unavailable.	
26	System should support creating application specific custom monitor using scripts. This scripting option should be available as a standard component of the OS.	
27	SSL Acceleration and Off loading	
28	System supports SSL offload - the ability to manage client side SSL traffic by terminating incoming SSL connections and sending the request to the server in clear text	
35	Should support end – end SSL if required	
36	Should support ECC in Software in addition to other commonly used Ciphers	
37	System supports hardware based SSL acceleration OR standard SSL functionality built into the latest CPU's from Intel and AMD SSL which include stack optimizations and optimized instruction set code like RSAX, AVX,AVX-2, MULX, ADCX, ADOX, RORX, and RDSEED	
38	Global Server Load Balancing	
39	Global Server Load Balancing supported on the same appliance	
40	System supports performing load balancing across multiple geographical sites for transparent failover, complete disaster recovery among sites and optimal service delivery , Single application failure etc.	
41	System supports global response time optimization in real-time through advanced load and proximity measurements	
42	System supports providing failover capability between data centers in active-active or active-backup modes	
43	System supports global redirection based on DNS	
44	Web Application Firewall	
45	The WAF shall, in combination with the SLB, provide the following features	
46	Creation of L3/ L4 Access Control lists on a PER APPLICATION Basis	
47	Creation of L7 Access Control lists on a PER APPLICATION Basis	
48	Creation of RATE LIMIT controls to limit the number of Requests made on a PER APPLICATION Basis. This Rate limit control shall be as specific as Per Client and PER URL or as broad as ALL Clients and LL URLS. The solution shall provide the capability to Rate lmit on any specificity of client (All clients OR a Single Client) and URL (All URls OR Single URL)	
49	DDOS Detection and Elastic Scale-OUT to Manage DDOS traffic on a PER APPLICATION Basis	
50	Support for OWASP Top 10 Security Rule sets	
51	Support for Creation of customized Security rules based on ModeSecurity Language and Directives	
52	Service ,Support & Training	

53	Vendor operates 24/7/365 global Technical Assistance Center (TAC). There should be a local TAC available in India	

4.6 Vulnerability Assessment and Penetration Testing

Sl No.	Specifications	Vendor Response	Remarks
1	VAPT testing has to be done from an independent CERT-in empanelled vendor.		
2	Bidder shall close all the high and medium vulnerabilities and observations before post rectification audit.		

4.7 Backup and recovery requirements: Appliance with High Availability.

Sl. No.	Specifications	Compliance Yes/No
1	The proposed appliance must be a converged, integrated appliance for long term data retention and disaster recovery	
2	The solution must support data protection of physical systems as well as virtual environments including the VDI workloads.	
3	The proposed solution must support online backup of applications such as Oracle, SAP, MS Exchange, SharePoint Portal, MSSQL, Sybase, MySQL, IBM DB2, Lotus, etc.	
4	The proposed appliance must be configured with minimum 48 TB usable capacity and should provide twice the scalability in the usable capacity within the same appliance.	
5	The proposed solution should support Instant Access and Restore of the protected virtual machine.	
6	The proposed solution must have minimal foot print in the Data Centre. The bidder must provide details on the rack, power and cooling requirements	
7	The proposed appliance must support monitoring and simplified management via standard browser and intuitive user interface	
8	The proposed solution must have the ability to move long-term backup data to the public or private or hybrid cloud storage as well as provide DR capabilities to public cloud providers, such as, AWS,GCP, Azure.	
9	The proposed solution must be able to store and replicate backed up data securely using a minimum AES 256 bit encryption standard.	
10	The proposed solution must provide efficient data reduction by using variable block length deduplication at the source as well as at target.	
11	It must be capable of providing easy and simple search function across the protected data	
12	The proposed solution must provide monitoring, analytics and reporting on the complete data protection environment.	
13	Fully integrated with VMware Change Block Tracking for both backup and restore	
14	It must support VM image level backup as well as provide granular file, folder as well as virtual machine level restore capability.	

15	The proposed solution must have the ability to reduce network bandwidth and source side compute overheads by only transferring the changed blocks to the backup target.	

16	The proposed solution should be capable of throttling Network Bandwidth to customize the need.	
17	The solution should be capable of integration with active directory infrastructure for ease of user rights management along with role based access control to regulate the level of management	
18	Proposed backup software must not need a physical proxy server for VMWare backups and should have a minimum of 16 concurrent sessions capability for the VMWARE VM machines image based backups with single virtual proxy. It should support instant access of multiple VM machines	
19	The proposed backup solution must provide a single pane of glass for monitoring the complete backup infrastructure	
20	The proposed backup solution must have advanced analytic & reporting capabilities built in at no additional cost.	
21	The proposed solution must be able to de-duplicate backup data globally across sites, desktop, laptops and servers, applications and databases	
22	Must support NDMP Backup to perform the backup of User Data, which resides in the NAS Storage.	
23	Complete solution must be offered with 5 years (24x7) Mission Critical Support directly by OEM.	
24	The Backup should be available for last 30days. BHEL EDN should be able to recover data at file level or folder level.	

ENDPOINT DETECTION RESPONSE AND PREVENTION

SL No	Functional Specifications	Compliance (Yes / No)	Remarks
1	The solution should have the capability of threat hunting, incident response, breach preparation, alert validation and triage, root cause analysis, forensic investigations and host isolation and available through MSSPs and directly as an on-premise product, virtual private cloud or software as a service.		
2	The solution should provide a single admin that could manage over 10,000 systems and capabilities of application whitelisting, file integrity monitoring, full-featured device control and memory/tamper protection into a single agent.		
3	The solution should provide Sensor Supports Windows XP, Server, Vista, Embedded, POS, Mac OS X, RHEL Linux, CentOS Linux and Oracle RHCK Linux		
4	The solution should be available through MSSPs and directly as an on-premise product, virtual private cloud or software as a service.		
5	The solution should provide built-in file-integrity monitoring and control, application control, device control, reputation services, open APIs and memory protection to block unauthorized change.		
6	The solution should provide centralized access to continuously record endpoint data to hunt threats in real time as well as conduct in-depth investigations after a breach has occurred. Ability to record a copy of every unique binary that has executed, so that it can be later analyzed, e.g. in a sandbox and provide continuously recorded, contextual data and the relationships therein, not just individual events		
7	The solution should provide Threat hunting and incident response (IR) solution delivering continuous visibility into hybrid deployments for top security operations centers (SOC) and IR teams.		
8	The solution should have ability to have local access to all data for correlation with on premise devices such as next generation firewalls and SIEMs, collected data is available to be completely queried through the web based console and/or through an open API and all information should be available on demand in a central location		
9	The solution should be able to collect and visualize comprehensive information about endpoint events, access the complete activity record of every endpoint, even if it's offline, see what happened at every stage of an attack with intuitive attack chain visualizations and uncover advanced threats and minimize attacker dwell time.		
10	The solution should have the capability to block malicious software such as spyware, adware and viruses etc., block new, unknown software without the use of signatures, definitions, or behaviors, block untrusted software installations by users, including users with administrative privileges, and approved software should not be blocked		

11	The solution should provide Software & File Inventory to Identify all software at first-write and Approve or deny specific versions of any software. Notification as soon as new software is introduced and granularity to approve or block applications by version. Automatically tracking of how many copies of a program exist at any time in the network.		
12	The solution shoule be able to lock down servers and critical systems to stop malware, ransomware, next-gen attacks, zero-day, and non-malware attacks and also prevent unwanted changes to applications and files and ensure continuous compliance with regulatory mandates including PCI-DSS, HIPAA/HITECH, GDPR, SOX, FISMA, NIST 800-53.and NERC.		
13	The solution should be able to monitor critical activity and enforce configurations to assess risk and maintain system integrity and secure end-of-life systems with powerful change-control and whitelisting policies.		
14	The solution should have the capabilties to eliminate unplanned downtime of critical systems and also protect legacy systems running on unsupported operating systems		
15	The solution should be able to harden new and legacy systems, with broad support for embedded, virtual, and physical operating systems against all unwanted change.		
16	The solution should provide a fully recorded "kill chain" of malware, detect/analyze lateral movement of advanced threat, closed loop remediation and globally ban threats during or after an investigation, quickly determine scope and spread of an attack after detection and the investigation should be possible even if the computer is now offline or even reformatted.		
17	The solution should provide sophisticated detection with combination of custom and cloud-delivered threat intel, automated watchlists, and integrations, fast search, zoom, and visualization of process trees and timelines to pinpoint threats, consolidate threat intelligence of environment to automatically detect suspicious behavior and correlate network, endpoint, and SIEM data through open APIs and out-of-the-box integrations.		
18	The solution should be able to respond and remediate rapidly, containing threats and repairing damage quickly, isolate infected systems and remove malicious files to prevent lateral movement, secure shell access to any endpoint and automatically collect and store detailed forensic data for post-incident investigation.		
19	The solution should be able to create a secure connection to infected hosts to pull or push files, kill processes, upload/download files, execute commands, perform memory dumps, view currently running processes and quickly remediate from anywhere in the world.		
20	The solution should provide intuitive attack chain visualization to make identifying root cause fast and easy, jump through each stage of an attack to gain insight into the attacker's behavior, close security gaps and learn from every new attack technique to avoid falling victim to the same attack twice.		

21	The solution should be able to integrate publicly available IP and Hash blacklists as well as other external Threat Intelligence Feeds and also integrate with Threat Intelligence Cloud. With this, executions of prevalent files (e.g. core Windows OS hashes) should be tagged in the console as "Trusted Events" to help visually distinguish trusted activity. Similarly, known-bad files tagged with a threat score.		
22	The solution should provide robust partner ecosystem and open platform that allows security teams to integrate into their existing security stack such as Palo Alto, FireEye, Check Point, Fidelis, Damballa, Cyphort and Lastline		
23	The solution should provide faster end-to-end response and remediation, IR and threat hunting with continuous endpoint visibility, rapid identification of attacker activities and root cause, secure remote access to infected endpoints for in-depth investigation, protection from future attacks through automated hunting, unlimited retention and scale for the largest installations.		
24	The solution should provide Out-of-the-box and customizable behavioral detection, multiple and customizable threat intel feeds, automated watchlists capture queries, process and binary search of centralized data and interactive attack chain visualization		
25	The endpoint data collected should be able to show which process connected to which IP address and/or domain, where unsigned binaries are executing, which user accounts are executing which processes, which processes modified certain files, file paths, which processes modified certain registry entries, parent/child relationship of processes and process command line		
26	The solution should have ability to one-click isolate a host from the network, disabling the machine's ability to communicate with any system, other than the incident response console, without deploying any additional software to the endpoint at the time of the isolation, remotely control an endpoint from the endpoint response tool, even if that endpoint has been disconnected from all other network connections.		
27	The solution should provide Integration with endpoint prevention tools such as dynamic whitelisting/blacklisting solutions to provide closed loop remediation and globally ban threats during or after an investigation		
28	The solution should be able to continuously record data at the endpoint and centralize all data collected all the time, without relying on prior known indicators, to a centralized repository, where aggregated threat intelligence is continuously applied to newly arriving and historical data.		
29	CPU consumption on endpoint should be less than 1%; memory (RAM) consumption should be less than 20 mb. Off-network sensors must continue collecting event data and then upload cached event data once reconnected with the server.		
30	The solution should be able to correlate endpoint data with perimiter security, malware analysis, and other in-house security tools, type of data that is gathered at the endpoint must be customizable		
31	The solution should provide flexible and robust query language which extends search capabilities to include multiple terms, logical operators (and/or), term groupings, and negations.		

32	The solution should provide out of the box threat feed correlation to automatically tag and alert on e.g. VirusTotal, Tor, Malware Domain List, National Vulnerability Database, ThreatConnect, iSIGHT and abuse.ch hits. Email alerts can be sent to one or more administrators when threat intelligence feeds and watchlist queries hit		
33	The solution should record the cross process events (e.g. DLL injection), open process - when a process opens a handle to a second process, open thread - when a process opens a handle to a thread within a second process and remote thread - when a process creates a thread in a second process		
34	The solution should identify attempts to tamper the sensor/ agent process and/or its relevant files and registry keys wihich will be reported to the console and can optionally drive email alerts.		
35	The solution should have a built-in set of dashboards displays KPIs and statistics such as dwell time, alert prevalence, and speed-to-resolution.		
36	Different systems can be grouped into different sensor groups, with each group having its own flexible configuration options. Console users and teams of console users can be given role and scope-based access control		
37	Per-instance process activity should be visually displayed in the console, to make it easy for example to work forwards to see exactly what happened when malware runs or to work backwards to determine root cause. This also helps visualize parent-child relationships.		
38	The solution should provide Sensors/ Agents support 32-bit and 64-bit workstation, server, AND embedded system operating systems Client OS: Windows XP - SP3 Client OS: Windows Vista Client OS: Windows 7 Client OS: Windows 8/8.1 Client OS: Mac OS X 10.6 - 10.11 Client OS: RHEL/CentOS 6.x (64-Bit) Client OS: RHEL/CentOS 7.1 - 7.2(64-Bit) Server OS: Windows Server 2003 Server OS: Windows Server 2008/R2 Server OS: Windows Server 2012/R2 Embedded: Windows Embedded / POS		
39	"The solution should have the capability to automatically approve the trusted software based on directory, user, publisher, automatic updater and reputation. • Capabilities to approve numerous file servers that have licensed application installers • IT users through remote or local support should be able to install software regardless of the policy, • In order to give users flexibility approving digital certificates by several vendors is required (HP, Dell, Adobe, several partners), • Many families of software include automatic updating, allow or deny auto updates, • Leverage Threat Intelligence Cloud to approve new software by a threshold of trust."		

40	The solution should have Low and Medium Enforcement to monitors endpoint and blocks files that have been banned (Detect-and-Deny or Detonate-and-Deny) and all unapproved software, but allows the end user to make override software blocks; end user actions should be audited and reported centrally		
41	The solution should have File Banning (Blacklisting) capability to prevent banned software before first execution, Real-time implementation of bans without the need for a reboot, Ban by name and multiple types of hash (MD5, SHA-1, SHA-256) and the hash values should be automatically calculated.		
42	The agent/sensor should be able to installed remotely and silently with software distribution tools, protection should start automatically with the OS and protect itself from being altered, stopped or removed by the end user or malicious software.		
43	The solution should provide enterprise integration for Microsoft Active Directory, Microsoft SCCM, Microsoft SCEP, Software Distribution, Symantec Management Platform (formerly Altiris), LanDesk, Microsoft SCEP Integration, SIEM Integration and Splunk using native formats etc.		
44	The solution should provide End-User Interaction to start protection automatically with the OS in order to ensure comprehensive security and compliance, when a block occurs, notification should appear notify the end user of their next course of action and Allow user to self-approve files.		
45	The solution should provide network integration to enable and configure network connector, Validate Event Integration, Correlate network detected file activity with the live file inventory, Manual File Banning, Event Based Rule to automatically ban a network detected malicious file in simulate mode only and remotely and automatically detonate a new unknown file and review the file submission report. Automatic File Detonation		

ANNEXURE–VI

NO DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Ref: BHEL's Enquiry No._____   Dated
_____

It is Certified that the offered solution vide Enquiry

No._____ Dated_____ in response to BHEL's enquiry

mentioned under reference has **"NO"** Technical and commercial deviation from the

requirement of BHEL EDN given vide the NIT.

Date: Bidder's Signature with Seal

ANNEXURE–VII

AUTHORIZATION & BACK TO BACK SUPPORT UNDERTAKING BY OEM

Date: _____

To,
Bangalore,
Electronics Division
 Bangalore

 Subject: Manufacturer's Authorization Form with Back to Back Support – Reg.

Tender Ref. No.:_____

Dear Sir,

We hereby authorize M/s _____ to quote / secure the order in their name / supply the equipment against the Tender Enquiry Ref. No.: _____.
It is confirmed that

1. The Authorized Partner will have back to back support for the following equipment for supply of spares, support and its services against this tender conditions for a minimum period of 7 years (5 Years Lease Period and 2 years AMC if ordered) from the date of commissioning.
2. The equipment will have 5 (Five)Years Warranty directly from the OEM during the Lease/ Contract Period.

This authorization is valid only for the following equipment for which we are the OEM:
 1._____   2._____
 3._____   4. _____

In case of any default by the Authorized Partner, or in the event the Authorised partner named herein ceases to be our Authorised Partner, it will be our responsibility to provide spares, support and services on-site on the same terms and conditions as negotiated and finalized in this tender enquiry.
 (Authorized Signatory)

For _____
 Note: This '*Authorization & Back to Back Support Form*' should be issued on the letterhead of OEM.

1.26 COMMERCIAL TERMS COMPLIANCE STATEMENT   **ANNEXURE - VIII**

S No	Description	Agreed / Yes	Not Agreed / No
1.28.1	**Scope of Work:** Whether the bidder has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer). as per clause 1 of Annexure -I.		
1.28.2	**Period of Contract:** The period of contract is for 5 years. However BHEL reserves the right to terminate the contract at any time if in our judgment the performance is not satisfactory without any liability whatsoever on the part of BHEL.		
1.28.3	**AMC Period:** **The AMC period will be 2 years after the end of 5 years Finance Lease period.** However BHEL reserves the right to change AMC period at any time without any prior notice or reasons.		
1.28.4	**Validity of the Offer :** Whether the bidder agrees to that offer should be valid for 6 months from the date of opening of technical bid.		
1.28.5	**Performance Bank Guarantee:** Whether the bidder agrees for furnishing PBG as per clause 1.4 of Annexure -IV.		
1.28.6	**Earnest Money Deposit :** **---NOT APPLICABLE----**		
1.28.7	**Supply Condition :** Whether the bidder has agreed to supply and install all NEW equipment and agreed to furnish certificate of newness as per clause 1.5 of Annexure -IV.		
1.28.8	**Delivery & Installation :** Whether the bidder has agreed to deliver and install equipment at BHEL as per clause, sub clauses of 1.7 of Annexure -IV.		
1.28.9	**Penalty for Late Delivery:** Whether the bidder agrees for the penalty by BHEL in case of late delivery as per clause 1.8 of Annexure –IV.		
1.28.10	**Penalty for Late Installation:** Whether the bidder agrees for the penalty by BHEL in case of late installation as per clause 1.9 of Annexure –IV.		
1.28.11	**Payment Term:** Whether bidder agrees for Payment terms as per clause 1.10 of Annexure- IV		
1.28.12	**Acceptance Test Procedure** Whether the bidder has agreed for procedures as per clause, sub clauses 1.11 of Annexure –IV.		
1.28.13	**Bank Charges :** Whether the bidder has agreed to bear the Bank charges, if any.		

1.28.14	**Warranty & Maintenance :** Whether bidder has agreed to terms and conditions as mentioned in clause, sub clauses of 1.13 of Annexure -IV.		
1.28.15	**Deduction in Downtime :** Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.14 of Annexure –IV.		
1.28.16	**Training :** Whether the bidder has agreed to provide training on usage for BHEL users as per clause 1.15 of Annexure -IV.		
1.28.17	**Indemnity:** • Vender/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Vender / Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vender / Lessor 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. • In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vender /Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.		
1.28.18	**Insurance:** Whether the bidder has agreed to arrange Insurance, as per Clause 1.17 of Annexure -IV, for the complete Systems/Goods for any loss/damage/theft at his own risk and cost throughout the lease period. Claims, if any, will be dealt with the underwriters directly by Vender /Lessor.		
1.28.19	**Confidentiality :** Vender /Lessor/OEM shall, at all times, undertake to maintain complete confidentiality 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.. Bidder/OEM shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		
1.28.20	**Risk Purchase :** Purchaser/Lessee shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Vender /Lessor, either the whole or part of the Systems/goods, which the Vender /Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vender /Lessor would be liable to compensate the Purchaser/Lessee for any loss, which		

	the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period.		
1.28.21	**Sub-Contracting :** Vender /Lessor has agreed that the order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee as per clause 1.20 of Annexure -IV.		
1.28.22	**Additional facility required in future on IT equipment:** Whether bidder agrees for Additional Facility in future as per clause 1.24 of Annexure- IV		
1.28.23	**Terminal Payment :** BHEL shall have the right to acquire or surrender all the systems at the end of the lease period. In case BHEL decides to acquire the systems, a nominal charge of Re.1.00/-(Re One only) per equipment will be paid as terminal payment. In case of termination or surrender of systems by BHEL at the end of the lease period, Vender / Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.		
1.28.24	**Limitation of Liability :** The Vender / Lessor's liability will be limited to the scope of this contract only		
1.28.25	**Compliance to ESI / PF Act** Whether the Bidder/ Lessor agreed to comply with applicable ESI/PF rules and regulations.		
1.28.26	**Patents & Trademarks :** Vender /Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vender /Lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vender /Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.		
1.28.27	**Test Certificates** Whether the bidder has furnished relevant test certificates, certificates of newness of equipment, certificates as per technical specifications and any other statutory documents required.		
1.28.28	**Submission of Certificates , Supporting Documents:** Whether the bidder has enclosed all required documents supporting qualification criteria, certificates etc.		

ANNEXURE IX

PRICE BID FORMAT

	Item Description	Qty	unit price	Total	Tax %age	Tax value	Total includes Tax
1		A	B	C=A*B	D	E=C*D	F=C+E
2		0		0		0	0
3		0		0		0	0
4		0		0		0	0
5		0		0		0	0
6		0		0		0	0
7		0		0		0	0
8		0		0		0	0
9		0		0		0	0
10		0		0		0	0
11		0		0		0	0
	SubTotal			0		0	0

Financial Lease Charges for Five Years

1	**Lease Rentals of VDI Solution for Five Years**	
2	**VDI Solution Maintenance Charges for Five Years**	
	Sub Total	
3	**Applicable Tax Rate :**	
4	**PTPQ Factor**	

COMPONENT-WISE QUARTERLY LEASE RENTAL CHARGES

Component Details	Quarterly lease rental including warranty charges

E	Break-up : Quarterly Payments					
	Quarter No				Lease Rental (PTPQ Factor applied on Leased Components)	Maintenance Charges	Total
	Q1				0	0	0
	Q2				0	0	0
	Q3				0	0	0
	Q4				0	0	0
	Q5				0	0	0
	Q6				0	0	0
	Q7				0	0	0
	Q8				0	0	0
	Q9				0	0	0
	Q10				0	0	0
	Q11				0	0	0
	Q12				0	0	0
	Q13				0	0	0
	Q14				0	0	0
	Q15				0	0	0
	Q16				0	0	0
	Q17				0	0	0
	Q18				0	0	0
	Q19				0	0	0
	Q20				0	0	0
	Total			0	0	0	0
	Applicable Tax Rate :					

Date: Signature:

Note:
1. The net value of lease rentals and unit price shall be quoted after considering the value of buy-back items.
2. Break-up details like basic lease rental, interest shall be provided.
3. Outright rate for each major component like Servers, Software's, Switches, Storage etc. is to be given. It will not be considered for evaluation.
4. Unpriced price bid format shall be submitted along with techno-commercial bid
5. Individual component breakup needs to be provided as a mandatory requirement. BHEL –EDN may place repeat order at component level on financial lease basis at the same rates as quoted above, if desired.

General terms

1. All components should be with redundant power supply.
2. Equipment should draw power from 2 independent feeders so that the system continues to run when a single branch power supply (SMPS/UPS) fails.
3. All hardware components should be rack mounted and should be supplied with Rack mounting accessories.
4. Equipment should be supplied with necessary cables, Monitor, KVM's and accessories to deliver the desired functionality.
5. Complete supply (both hardware & software) should be under warranty for 5 years. All supplied software is entitled for upgrades released during the rental period at no additional cost.
6. The vendor shall inspect the site to confirm the adequacy of utility power.
7. Incomplete offers and offers not meeting our requirement are liable to be rejected.
8. Please note that the tenders will be opened in the presence of the bidders or their authorized representatives who choose to be present.
   Venue: Reception Area.
9. The equipment shall be under 5 years' comprehensive warranty. After the expiry of the lease period, the equipment will have to be transferred to BHEL on payment of nominal charges.

Notwithstanding whatever stated in the BHEL enquiry, the vendor shall confirm that the solution offered by him is complete and works in the way desired by BHEL as described in the enquiry and as understood by him during various discussions he had with personnel of BHEL.

ANNEXURE–X

THIRD PARTY NON-DISCLOSURE AGREEMENT

……………………………., on behalf of …………………(name of the Vendor), …………………. ………………………….…………..(Address), (hereinafter vendor) acknowledge that the information received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on contract for Rapid Application Development Platform (RADP) is confidential and that the nature of the business of BHEL is such that the following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:

    (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
    (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
    (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
    (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
    (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
    (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.

2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause

3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withheld any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential

information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.

4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.

5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.

6. The Vendor further agrees to the BHEL that
    i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
    ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
    iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor

7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.

8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information

10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.

11. It further agreed that Vendor on conclusion of contract, 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, or in any way obtained by Vendor during the course of contract. Vendor further

12. agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.

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

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

Executed by ………………….on behalf of aforesaid vendor ……………….. with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.
Dated ....of ....20…
………………

Signature

Seal

Annexure XI
BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for the "**Virtual Desktop Infrastructure Solution** at BHEL-Electronics Division" vide tender enquiry ref. no. **BHEL/EDN/DTG/VDI/2021** dated **--/03/2021**.

BUYER'S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	**To be intimated later**
DATE & TIME OF AUCTION	Auction Date: To be intimated later Online Sealed Bid Time : To be intimated later Online Reverse Auction Time : To be intimated later Auction website : To be intimated later

This has reference to tender no **BHEL/EDN/DTG/VDI/RE-TENDER/2021** dated **24/03/2021**. BHEL shall finalize the Rates for the **Virtual Desktop Infrastructure Solution** through Reverse Auction mode. BHEL has made arrangement with **M/s.** _____, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per

   (a) BHEL Tender Enq. no **BHEL/EDN/DTG/VDI/RE-TENDER/2021** dated **24/03/2021**.
   (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. **Procedure of Reverse Auctioning**
    i. Price bids of all techno-commercially qualified bidders shall be opened.
    ii. **Reverse Auction**: The 'bid decrement' will be decided by BHEL.
    iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
    iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
    v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
    vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on *{date}: ;{start time}: ;{Close Time: }.*

3. **Auction extension time:** If a bidder places a bid in the last {…} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {…} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {…} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto- extension will not take place even if that bid might have come in the last {…} minutes. In case, there is no bid in the last {…} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

   The above process will continue till completion of Reverse Auction.

   Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {……………………} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees* per *Unit* of the material as per the specifications {...}
   In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {… *days}* from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. **Lowest bid of a bidder**: In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure**: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

    During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

    In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s.{*Service provider*} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

    The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

    Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

    In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

    Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {*Service provider*}.

14. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {*Service provider*} besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. *{…}* dt. *{…}*. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
    a. Leading (Running Lowest) Bid in the Auction (only total price of package)
    b. Bid Placed by the bidder
    c. Start Price
    d. Decrement value
    e. Rank of their own bid during bidding as well as at the close of auction.

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {*Service provider*}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL

EFT FORMAT   **ANNEXURE -XII**

Electronic Funds Transfer (EFT) OR
Paylink 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:

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 NEFT IFSC CODE

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 authorise BHEL, EDN,
      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 / transfering Bank responsible.
C   This authority remains in full force until BHEL, EDN,Bangalore receives written notification
      requesting a change or cancellation.
D   I have read the contents of the covering letter and agree to discharge the resposibility
      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:
Bharath Heavy Electricals Ltd,
Attn:
Electronics Division, Mysore Road,
BANGALORE - 560 026
In case of any Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

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