



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## BHARAT HEAVY ELECTRICALS LIMITED

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

डाकघर भा. हे. इ. लि. झॉंसी. 284129 (भारत)

P.O. BHEL, JHANSI -284129

सामग्री प्रबन्धन विभाग

Materials Management Deptt

Phone : 0510-2412747 / 2412431

Fax : 0510-2412120

E-mail: hkgarg@bheljhs.co.in

Ref: PUR/WC/T096

Dated 10.05.2006

To



**Subject:** TENDER ENQUIRY FOR Supply and Installation of computer system for Oracle 10g under Lease

Ref: Tender Enquiry No. PUR/WC/T096 : Due on 06.06.06

Dear Sirs,

Please find enclosed herewith our tender enquiry under 2-part bid system for Supply and Installation of computer system for Oracle 10g under Lease comprising the following documents (total 33 pages & 16 spec sheets) :

Sl. No.	Documents	Format attached as annexure
1	General & Commercial terms & conditions	
2	Authorization letter from OEMs for servers, Oracle & UPS	Annexure A, A1 Annexure B
3	No Deviation Certificate	Annexure C
4	Annual Turnover Table	Annexure D
5	Corporate Computer systems where the bidder is maintaining SLA Details Major Executed Project	Annexure E
6	Corporate Computer systems where the bidder is maintaining SLA -AMC/FMS contract	Annexure F
7	EMD deposited details	Annexure G
8	IBM RS 6000 maintenance support	Annexure H
9	Technical specs	Annexure I
10	Bill of material	Annexure J
11	Price Format with total quarterly rental	Annexure K

Tender documents (non-transferable) will be available from 11<sup>th</sup> **May 2006** between 9 AM to 3 PM from DGM(MM), Adm Bldg, BHEL, Jhansi 284129. Tender documents can be obtained by depositing **Rs 2,000/-** (non-refundable) in the form of CASH/ Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Jhansi (U.P.) or can be downloaded from Web site- [www.bhel.com](http://www.bhel.com) or [www.bheljhs.co.in](http://www.bheljhs.co.in).

Last date for sale of Tender document is **05.06.2006**.

Earnest Money Deposit (EMD) for the tender is **Rs.2,00,000/-** (Rupees Two Lakhs only) to be deposited alongwith Techno-Commercial Bid (Part I).

Tender document Fees of **Rs. 2,000/-** to be deposited (non-refundable) in the form of Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Jhansi (U.P.), if it is downloaded from Web site, along with EMD.

Sealed Tenders are invited as per enclosed tender document. The tender should be received by the undersigned or should be dropped at BHEL, Jhansi Administrative Building Gate tender box upto **13:15 Hrs on 06.06.06**. The Part-I Techno-Commercial bid shall be opened on **06.06.06 at 1400 hrs**.

Thanking you,

Yours faithfully,

( H K Garg )  
Dy.General Manager(MM)

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**TENDER DOCUMENT FOR**  
**Supply and Installation of computer system for Oracle 10g under**  
**Lease**

**Tender Enquiry No. PUR/WC/T096 Due on 06.06.06**  
**GENERAL & COMMERCIAL TERMS & CONDITIONS OF THE TENDER**

**1.0 INSTRUCTIONS AND GUIDELINES TO BIDDERS**

**2.0 INTRODUCTION**

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 through its office at Jhansi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Lease of Equipments / Services in BHEL, Jhansi and New Delhi as per Technical specification, Commercial Terms and Conditions detailed in the tender documents.

At present BHEL Jhansi has IBM RS 6000 twin servers with 108 GB disc array running Oracle 8.0 on AIX, installed in 1999. To cater to growing need of 24x7 computing power, it intends to install computer system solution to run Oracle10g for various business and Engineering applications. The infrastructure is proposed to be built in such a way that it is suitable & scalable.

**3.0 TENDERER TO INFORM HIMSELF FULLY:**

The tenderer shall closely read all the clauses, specifications, requirements and drawings etc, indicated in the tender documents, before quoting. Should the tenderer 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 tender, for pre-bid discussions/clarifications, before submission of the tender.

**4.0** Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer 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. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer.

## 5.0 LEASE SCHEME

Lease Period under the scheme shall be for **five years** and the Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance covering repair/replacement of parts during the entire lease period, all taxes & duties, insurance, any other incidental charges, etc. Lease Period of Five years shall start from the date of successful completion of installation and acceptance by BHEL. Details of acceptance procedure and requirement are enclosed separately along with technical specifications. Vendor/Lessor shall be responsible for comprehensive on-site maintenance of the supplied equipments & services during the entire lease period. Payments shall be released in quarterly instalments, as per Payment Terms and other Commercial Terms & Conditions.

- 6.0 Sealed tenders under 2-part bid system are invited for the supply, installation and maintenance of **computer system for Oracle 10g** on 5 years **Lease basis at BHEL Jhansi** as per specifications detailed in tender document as enclosed. One SAN system along with NAS gateway, backup system is also needed by IT department, BHEL, Asiad, New Delhi. A separate PO shall be placed by the Delhi office based on the settled /LOI rates.

## 7.0 Important Precautions to be taken by the Tenderers:

- 7.1.1 All the clauses of the tender conditions shall be read thoroughly and well understood before tender is submitted.
- 7.1.2 Tenderers to ensure avoiding errors and take utmost care to ensure that their tenders are not discarded due to incomplete bid submission.
- 7.1.3 Non-compliance with any of the tender conditions set forth thereon and incomplete tenders will be liable for rejection.
- 7.1.4 Tenderers are required to submit offer strictly as per the clauses cited in tender document. All statements are to be substantiated with documentary evidence of the same in the name of tenderer/firm only. Enclosures to be submitted should be orderly placed, serially numbered and properly secured/bound, leaving no loose sheets. Techno-Commercial bid (Part-I) should preferably be submitted in a bound volume with sufficient margin left on left-hand side for keeping in our tender file.
- 7.1.5 The offers shall be submitted under two-part bid system (see

Clause 10) namely the Techno-Commercial bid (Part-I) and Price bid (Part-II)

- 7.1.6 Date of 'Price bid opening' shall be intimated to those tenderers whose techno-commercial bid is found to be meeting the requirements for our tender. Price bid of other tenderers found not meeting our tender requirements shall not be opened.
- 7.1.7 In case the tenderer is a Partnership firm under Partnership Act the tender must be signed by all the partners of the firm or by the Managing Partner who has powers to do so or by a person holding the power of attorney on behalf of Partnership firm. In case of single proprietorship, the sole proprietor must sign all the tender documents submitted. For Private Limited Companies or Public Limited Companies, Managing Director/Director of the company or a person authorized by them should sign the tender. Tenderers are required to put their signature on bottom side on each page of tender document as a token of acceptance of all the terms & conditions.

**8. Documents to be submitted along with the offer:-**

The following annexure should be attached with the tender documents forming part for submission in totality but not limited to:

<b>S. No.</b>	<b>Annexure to be attached</b>	<b>Format attached as annexure</b>
<b>1</b>	Authorization letter from OEMs for servers, Oracle & UPS	Annexure A, A1 Annexure B
<b>2</b>	No Deviation Certificate	Annexure C
<b>3</b>	Annual Turnover Chart	Annexure D
<b>4</b>	Corporate Computer systems where the bidder is maintaining SLA Details Major Executed Project	Annexure E
<b>5</b>	Corporate Computer systems where the bidder is maintaining SLA -AMC/FMS contract	Annexure F
<b>6</b>	EMD deposited details	Annexure G
<b>7</b>	IBM RS 6000 maintenance support	Annexure H
<b>8</b>	Technical specs checklist	Annexure I
<b>9</b>	Bill of material	Annexure J
<b>10</b>	Price Format with total quarterly lease rental	Annexure K

9. **QUALIFYING CRITERIA:**

S.No.	Description
1	<b>Servers/Storage equipment:</b> Bidder should be either Original Equipment manufacturer or should be Authorised System Integrator partner having direct purchase and support agreement with the OEM for Servers/Storage equipment and UPS quoted for this tender. In case the tenderer is a system Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific tender is to be furnished. The Certificate / Authorization Letter specific to this tender must be enclosed by Authorized Representative of the OEM with the Technical Bid.
2	<p>Bidder should have experience of successful execution of projects involving RISC servers with Oracle 9i/10g, SAN during last 3 years, of atleast three projects costing not less than the 3 Crores on leasing / 2.5 Crores on outright purchase basis.</p> <p>In addition bidder should have at least 3 years experience as on 31<sup>st</sup> March 2006 of Annual Maintenance for any Corporate Computer system involving RISC servers with, SAN, LTO, line printers etc. Order copies of works completed and annual AMC should be provided by vendor along with the Tender.</p> <p>The completed work under consideration should be of Total Solution and Infrastructure Setup, training, migration and support including servers, storage and UPS.</p>
3	Bidder should have professionals who are having expert level certification from the OEM of the quoted products and also having experience of implementing large Level Centralized IT Infrastructure Solution.
4	Bidder should have PF no. and ESI No./Medical policy for executing the contract.
5	The bidder should have a turn over of at least 500 crores per annum in past 3 years.
6	The principal of the bidder should have a 24 x 7 technical assistance center in India and the bidder must have service centers of their own within 500 km from Jhansi with engineers qualified to handle the project.
7	The principal of the bidder should have turn over of at least 1000 Crores and should be able to service/replace the faulty equipment within a time frame of 24 hours of reporting. The principal vendor should also have the valid sales tax registration number for the logistic support center in India for spare and replenishment.
8	The principal vendor should have local offices in India.

10. **PROCEDURE FOR SUBMISSION & OPENING OF BIDS**

Tender should be submitted in double-cover under two part bid system i.e. The techno-commercial & price bids respectively as depicted below:

- 10.1 The outer cover should bear the address of this office and should be super scribed with the tender number and due date.

Tender No. PUR/WC/T096 due on 06.06.06
To,
DGM(MM)
BHEL, Jhansi-284129

Outer Cover

- 10.2 The two inner covers shall respectively contain the techno-commercial bid in one and the price bid in another. Each cover shall be super scribed with the tenderer's name, tender number and sealed with tenderers distinctive SEAL and addressed as shown on the respective covers sketched below:

<b>TECHNO-COMMERCIAL BID (PART-I)</b>	
Tender No. PUR/WC/T096 due on 06.06.06	
From,	To,
Firm's Name	DGM (MM)
Firm's seal	BHEL, Jhansi-284129

<b>PRICE BID (PART-II)</b>	
Tender No. PUR/WC/T096 due on 06.06.06	
From,	To,
Firm's Name	DGM(MM)
Firm's seal	BHEL, Jhansi-284129

- 10.3 The tenders duly filled in and complete in all respects shall be dropped in the tender box located at CISF Gate of our Administrative Building till 13:15 Hrs on the tender opening date i.e. tender due date. The tenders sent by Registered Post/Speed Post/Courier MUST be delivered to DGM (MM), BHEL, Jhansi on or before 13:15 hrs on tender due date.



- 10.4 All the 'Techno-commercial bid' of the tenders received in time shall be opened from 1400 hrs in the Tender Room located on the first floor of Admn. Building on the tender opening date in presence of tenderers or their authorized representatives as may be present.
- 10.5 Tenderer's are advised to note and strictly follow the time schedules as noted at preceding paras 10.3 & 10.4 above to avoid inconveniences later and possibility of non-acceptance of tender by BHEL.
- 10.6 The Price Bid (Part-II) of tenders shall be considered for opening in respect of only those bidders who are found to qualify the tender conditions as noted at clause 9, Qualifying criteria and all other general and commercial terms & conditions specified in this tender document.
- 11 After techno-commercial conditions are settled with bidders who fulfill the Qualifying criteria and tender conditions, information will be given to such bidders regarding opening date of the price bid so that they may be present during price bid opening.
- 12 All entries in tender documents shall be clearly written in ink or typed in English language. All corrections/cancellations/insertions, if any, shall be duly attested by the Tenderers concerned. The rates shall be quoted only in the price bid format attached at Annexure 'K' both in words and figures. Where there is a difference between the words and figures, amounts indicated in words shall be taken as correct. The Tenderer shall fill in all the required particulars in the blank spaces provided for this purpose in the Tender documents and also put signature affixing Company Seal on each and every page of the tender document and all annexure/enclosure to the offer.
- 13 No correspondence shall be entertained from the bidders after the opening of Price bid(s).
- 14 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 15 No Literature, Pamphlets is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 16 BHEL will not pay any extra charges for any reason after acceptance of the rate contract even if it is found later that the contractor has misjudged nature and scope of work.
- 17 Where photocopy of a document is submitted along with the tender it must be attested.
- 18 Manufacturer's name, Model no., Trade Mark or Patent No., if any, should be specified.

19 Vendor/ Lessor not submitting EMD & Tender Fee, in case tender document downloaded from website along with Part-I, their offer will not be considered.

20 **VALIDITY OF OFFER:** Offer shall be kept valid for four months from the due date of Tender (techno-commercial bid opening date).

21 **NO DEVIATIONS:** Bids shall be submitted strictly in accordance with the Technical specification and Terms & Conditions of the Tender Enquiry. Vendors have to submit a "NO Deviation Certificate" in Annexure C.

22 If a tenderer withdraws his offer after submission of the tender or after award of the contract, fails to submit the Security Deposit and/or fails to start the work in accordance with the terms of the tender and as per instructions of the Officer Incharge of BHEL, the Earnest Money & Security Deposit paid will be forfeited and contract terminated. Submission of factually incorrect information or withholding/suppressing material information by the tenderer to win the contract shall on detection at any stage lead to cancellation of contract including forfeiture of EMD/Security deposit amounts forthwith.

**23 Contract Agreement**

This tender document shall be deemed to form an integral part of the contract to be entered into for this work. The successful bidder shall have to enter into a contract agreement on non-judicial stamp paper of Rs 250 (Rupees Two Hundred fifty only) within 30 days of award of the contract, which will remain valid for the currency of the contract.

24 The bidder has to furnish stamp duty amount as per UP government rules.

25 **SERVICE TAX:** The bidder has to deposit service tax as per Central government rules.

**26 LANGUAGE & CORRECTIONS**

26.1 The bidder shall quote the rates in English language and international numerals only. The metric system of units shall be used, for the purpose of tender.

26.2 Bidder shall fill the **ORIGINAL** tender documents issued by BHEL. All entries and signatures in the bid shall be in **BLUE INK only**. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.

26.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.

26.4 However, if any cancellations, corrections and insertions are in the bid, the bidder shall duly attest the same.

**27 REJECTION OF BID AND OTHER CONDITIONS**

27.1 All Servers, storage shall be of same OEM.

27.2 Any format not properly filled, partially filled or not filled will make

the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

27.3 Enclosures consisting of all specified documents shall be bound and cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate volume. A checklist of such documents has been also incorporated into the tender to guide the bidders.

28 Any relevant information pertaining to this tender can be obtained only from:

**Sh HK Garg,**

**DGM(MM)**

Bharat Heavy Electricals Limited,

ADM Bldg, BHEL, Jhansi, U.P. - 284129

**Email: [hkgarg@bheljhs.co.in](mailto:hkgarg@bheljhs.co.in)**

29 **Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall be viewed seriously and suitable action will be taken as per company norms.**

30 The Purchaser/Lessee reserves to itself full rights for the following without assigning any reasons, whatsoever:

30.1 To reject any or all the bids.

30.2 To increase or decrease the quantities.

31 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the Price Bid (Part -II).

32 If the bidder deliberately gives wrong information in his bid, Purchaser/Lessee reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the security deposit/ Bank Guarantee.

33 If the Prices/Rates of one or more of the enquired equipments have not been quoted, the offer is liable to be rejected.

#### **34 TENDER EVALUATION**

34.1 Totals/ Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.

34.2 Though, offer of higher warranty/ configuration/ rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.

34.3 Prices of optional items, if quoted, shall not be considered for Price

evaluation and comparison.

34.4 The evaluation will be on the basis of **total Lease charges** for all the items.

34.5 Purchase preference would be extended to Central Public Sector Enterprises as per MOHI, GOI circular no. DPE/13(12)/2003-Fin. dated 26.10.2004.

### **35 Expectations from Vendor/Lessor**

Vendor/ Lessor is required to give a total solution & services as per specifications enclosed. The full working of the solution on Oracle 10g is to be implemented. All computer system, Services, training, migration, and maintenance shall be the responsibility of the Vendor/Lessor. In case, any extra item is required for complete functioning of the system, the same must be included/quoted. Vendor/Lessor is to give in detail the methodology for implementation of the proposed solution.

### **37. SUPPLY CONDITION:**

All equipment supplied and installed at the stipulated locations shall be NEW and confirming to the contract technical specifications. The certificate of newness is to be furnished.

The Vendor/Lessor has also to produce a certificate from his principle OEM for back to back support as per enclosed Annexure A & B.

### **38. DELIVERY**

Delivery (i.e. Supply and installation) period shall start from the date of Letter of Intent (LOI) or award letter whichever is earlier.

**The supply and installation to be completed within 10 weeks from the date of PO/ Lease letter.**

**The rest of activities like training, migration etc to be completed within 20 weeks from the date of PO/ Lease letter.**

Supplier has to submit **approach/Action plan** along with the offer in Part I of tender.

**The project completion means acceptance of Total Project by BHEL as per the Acceptance Test Procedure (ATP).**

### **39. RATES**

Rates to be quoted on lease/ quarter basis for 5 years lease period inclusive of taxes and duties, freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares during the lease period. Rates shall remain FIRM without any variation till completion of the lease contract.

***Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes on lease should be indicated separately. Bidders, in their own interest, are requested to check up and include the different tax tariff like "Right to use" /service tax/ lease tax, etc on lease rental. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes on lease will be entertained against***

**documentary proof.**

#### **40. PAYMENT TERMS**

The payment of lease charges will be made on **quarterly basis after completion of each quarter and submission of invoices(s) in triplicate**. Payment will be released after submission of verified invoices.

Vendor / Lessor have to complete installation at the locations to be identified by BHEL along with LOI/ contract. The 1st quarterly lease payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. 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.

#### **41. SECURITY DEPOSIT**

Security deposit of **10 % of one quarter lease amount** is to be deposited immediately after the issue of LOI by the vendor. The Security Deposit has to be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax act)
- ii) Pay Order, demand Draft in favour of BHEL, Jhansi
- iii) Local cheques of Schedules Banks, subject to realization
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged at the back).
- v) Bank Guarantee in BHEL Format from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security.
- vi) Fixed Deposit Receipt issued by Scheduled Banks /Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security Deposit should have been deposited before the start of the work and the balance 50% may be recovered from the running bills.
- viii) **EMD of the successful tenderer shall be converted and adjusted against the security Deposit.** The Security deposit shall not carry any interest.

Note:

- 1. Acceptance of Security Deposit against Sl. no. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 2. Security Deposit shall not be refunded to the vendor/Lessor except in accordance with the terms of the contract.

#### 42. PENALTY FOR DELAY IN PROJECT COMPLETION

For the delay in **project completion**, penalty shall be levied at the rate of 0.5% per week subject to maximum of 10% of the total 5 years lease charges.

#### 43. DEDUCTION FOR DOWNTIME

##### **DOWNTIME CALCULATION FOR THE SUPPLIED EQUIPMENT & SERVICES**

Vendor/Lessor shall be responsible for running the system at the uptime of 98% per month or higher. The deduction for downtime will be as mentioned below. The downtime will be calculated on hourly basis per month on 24 hours basis.

Deduction from payments will be made for non-availability of Computer system during the entire lease period as detailed below:

Computer system Equipments have been classified into following two categories:

Category I - All servers, switches, storage & related accessories

Category II – Rest of equipment.

##### **Downtime calculation for Computer system**

Deduction from payments for each equipment will be made on downtime of equipment(s) on daily basis in each category as per the deduction formula given below for that category;

Let Annual lease amount = Rs. A

##### **For Category I**

If equipment is down for > 4 Hours \*\* in a day

Deduction for a equipment = Rs. (A / 365) per day

Any equipment/ part down for more than 5% time cumulative in a quarter has to be replaced.

##### **For Category II**

If equipment is down for > 4 Hours \*\* in a day

Deduction for a equipment = Rs. (A) / ( 365 x 2) per day

Any equipment/ part down for more than 10% time cumulative in a quarter has to be replaced.

\*\* = (starting after 24 hours of reporting of problem to vendor)

At the end of the contract period if any computer system equipment is found down, final payment for the contract will be made only after system is made up.

Downtime calculation will be applicable for non-availability of Computer system services arising because of malfunctioning of either Servers, switches, UPS etc.

##### **Note:**

If the uptime for equipment falls below 98% continuously for 1 month, the

equipment shall have to be replaced by the Vendor, without any extra charge.

44. The contractor shall be responsible for all acts and omissions of their staff. The liabilities arising out of the acts and omissions of such staff shall be borne by the contractors. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
45. **Jurisdiction:** In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Jhansi shall have full jurisdiction.

#### 46. INDEMNITY

Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims;

- a. Which may be made in respect of the use of Item(s)/services supplied/rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software.
- b. For injury or damage caused by his negligence or the negligence of his employees or arising from any defect in the goods supplied or any work carried out by him.
- c. For injury to his employees or employees of his agent(s), whilst on Purchaser's premises.
- d. Any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

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

In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform 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.

#### 47. 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. Every year original insurance policy will be submitted to BHEL till lease period expires.

#### 48. 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 finalised during the course of execution of the order/contract.

#### 49. FORCE MAJEURE

Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

## **50. RISK PURCHASE**

Purchaser/Lessee shall reserve the right to terminate the order/contract and enter into lease at the risk and cost of the Vendor/Lessor, either the whole or part of the Systems/goods, which the Vendor/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 Vendor/Lessor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such lease contract.

## **51. PATENTS & TRADEMARKS**

Vendor/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 Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trade marks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

## **52. SUB-CONTRACTING**

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee.

## **53.0 TERMINATION OF THE LEASE CONTRACT & ITS CONSEQUENCES**

- 53.1 Purchaser/Lessee reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor/Lessor, or non-performance of the equipment/system below 98% continuously for more than 1 month , at the risk and cost of the Vendor/Lessor.
- 53.2 In case of the contract termination, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.
- 53.3 Vendor/Lessor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 53.4 Lessee reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory by the Lessee.
- 53.5 **Fore-closure:** In case of fore-closure of the lease agreement by the lessee for reasons not attributable to the vendor, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period.
- 53.6 **Consequences:** As soon as the lease agreement is cancelled / terminated by the Lessee, no lease rent will be payable to the Lessor.



#### **54.0 SETTLEMENT OF DISPUTES**

Except or otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser/Lessee, subject to written appeal by the Vendor/Lessor to the Purchaser/Lessee, whose decision shall be final to the parties hereto.

Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

However, the Vendor/Lessor shall continue to perform the Order/Contract, pending settlement of dispute(s).

#### **55.0 ARBITRATION**

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration of the sole arbitration of the Head of Unit BHEL Jhansi or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of Unit, BHEL Jhansi to act as sole arbitrator. The arbitration shall be under THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

#### **56.0 ACCEPTANCE OF ORDER**

Letter of Lessor's acceptance of the LOI/ Order/ Contract is to be submitted within one week. This is to be submitted along with Security Deposit as specified in clause no. 41.

#### **57.0 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER**

Shifting of equipment from one location to another shall be the responsibility of the Vendor/Lessor. All the requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Vendor/Lessor. A mutually agreed cost can be paid by BHEL to the Vendor/Lessor on this account. The time given for shifting and installation of equipment at new location will be mutually agreed and time taken beyond that period will be treated as downtime.

#### **58.0 ADDITIONAL FACILITY REQUIRED IN FUTURE ON THE SUPPLIED EQUIPMENT**

In case any additional facility is required on the supplied equipment requiring upgrade the Vendor/Lessor shall provide the same at mutually agreed terms.

#### **59.0 Transfer of ownership**

At the end of the lease period the ownership of the system shall be automatically transferred to BHEL, Jhansi.

Vendor has to ensure maintenance support after expiry of lease contract for minimum of 2 years. Undertaking in this regard to be given in writing with offer. AMC amount after 5 years to be mentioned.

#### **60.0 Successful bidder has to submit the outright Purchase price of the equipment & total AMC charges for 5 years, within one week after the issue of**

LOI/ award letter which ever is earlier by the Lessee.

During the contract period, if expansion of the computer system is required then vendor/Lessor shall carryout the work as per rates given in the Work Order on pro-rata basis upto 6 months from date of installation.

**61.0 BHEL Reserves the right to:**

To evaluate the bids as per BHEL Policy & Government guidelines including CVC circulars by the tender committee duly constituted by the BHEL Management.

Accept/Reject any or all tenders fully or partly, without assigning reason.

**62.0 EARNEST MONEY DEPOSIT( EMD) & TENDER FEE**

62.1 **EMD** in the form of Pay Order/ Bank Draft of Rs.2,00,000/- in favour of "Bharat Heavy Electricals Limited" payable at Jhansi. In the absence of submission of EMD, the offer will be summarily rejected.

62.2 **Tender Fees** (If the Tender documents is downloaded from Web Site) of Rs.2000/- in favour of "Bharat Heavy Electricals Limited" payable at Jhansi. In the absence of submission of same, the offer will be rejected.

62.3 EMD amount will be refunded to unsuccessful tenderers normally within 15 days of the acceptance of award of contract by the successful tenderers, whereas the same will be treated as part of security deposit for the transporters on whom rate contract is awarded. No interest shall be payable on EMD amount. EMD will be forfeited under the following conditions:

62.3.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.

62.3.2 The tenderer does not supply the equipments within the period as per LOI/Contract.

**63.0 MAINTENANCE**

One qualified engineer to be posted before delivery of equipment. Maintenance service shall cover services, repairs and replacements necessary to keep the equipments in good working order on reasonable use of the equipments during the lease period. Periodic maintenance check should be carried out to keep the equipments in good working conditions. Maintenance will include all plastic and/or rubber parts, printer heads, all other things except ribbons shall be covered. UPS batteries- Batteries of all UPS are to be replaced after 2.5 years.

**64.0 The vendor shall be required to maintain existing IBM RS 6000 twin servers with 108 GB disc array running Oracle 8.0 on AIX along with 2 LIPI 691 line matrix printers till migration is over. Undertaking to be submitted along with technical BID.**

**65.0 TRAINING**

Training of BHEL personnel will be part of the contract. During installation at our location/campus the associated BHEL coordinators will be guided on the configuration being made and usage.

Training on Oracle 10g DBA, developer as per course details as given in annexure-Training by OEM or its authorized training partner. Training to be completed before the declaration of system installation complete.

66.0 Complete training schedule, venue to be submitted within 15 days of order placement. Final schedule shall be arrived at by mutual agreement of dates and venue.

67.0 **BHEL has the right to select or reject the faculty depending on his/her credential performance.**

68.0 **TECHNICAL TERMS & CONDITIONS**

68.1 The Bidder shall specify Item wise Compliance to Technical Specification and furnish the complete Bill of Material (BOM) with part numbers and quantity for all the products/items mentioned under Annexure-I (Technical specifications and Checklist) in line with the desired requirements.

68.2 The bidder shall provide clause-by-clause compliance to above mentioned project management and implementation conditions along with documentary proof of qualified Project technical consultant, qualified Project Engineers, certification for System Integration, list of similar type of work done in past for similar type of Computer system.

**68.3 The Bidder shall submit the proposed plan of execution and the methodology to execute the plan at the time of bid submission.**

68.4 Successful bidder shall constitute a project implementation team headed by the project manager. This team will work with BHEL IT team to formulate the exhaustive project implementation plan for faster execution of the project. **Detailed activity wise plan shall be submitted within 45 days of placement of order for complete migration, installation & execution.**

68.5 The Successful Bidder shall assign a Project Manager with IT experience of around 5 years as the single point of contact for BHEL along with certified Project Technical Consultant with an experience of Implementation of Corporate level centralized IT Infrastructure Solution. Project engineers should be equipped with industry certifications, specializing in specific domains like Oracle 10g, AIX, storage, security, networking etc. to assist the project manager. (Attach the resume of the team members as well as project manager and technical consultant)

68.6 The Successful Bidder shall generate plans, diagrams, configurations, documentation and other associated activities for the project implementation during the delivery period but before the actual delivery dates of the items. **The training should also be completed before the project completion.**

68.7 Once the equipment/software delivered at site, the Project Manager and a team of Project Engineers will install, configure, test and document the setup to ensure functionality and compliance to the required technical designs.

68.8 The Bidder shall be able to ensure the availability of spares of the supplied products for a period of at least seven years and should submit the Commitment Letter from Principal Manufacturer (Applicable for Authorized Channel Partners / System Integrators). The bidder shall provide the documentary proof of backend support letter from Principal Manufacturer, which includes Software support and hardware support from OEM.

- 68.9 **Any software updates, patches updates including version change with respect to the OS, applications and DB should be regularly provided during the first year period.**
- 68.10 Vendor to maintain confidentiality of data and services being provided by BHEL.
- 68.11 Maximum 48 hours shutdown shall be provided for change over to new Computer system.
- 69.0 For any technical clarification, if any, OR for site visit please contact:  
Shri Rajeev Gairola  
D.G.M. (IT & Communication)  
Administrative Building,  
BHEL Jhansi  
Phone: 0510-241-2748  
Email: [rgairola@bheljhs.co.in](mailto:rgairola@bheljhs.co.in)

71.0 **TECHNICAL SCOPE OF WORK FOR – Computer system:**

The scope of work for the installation and configuration of computer system will broadly include the following:

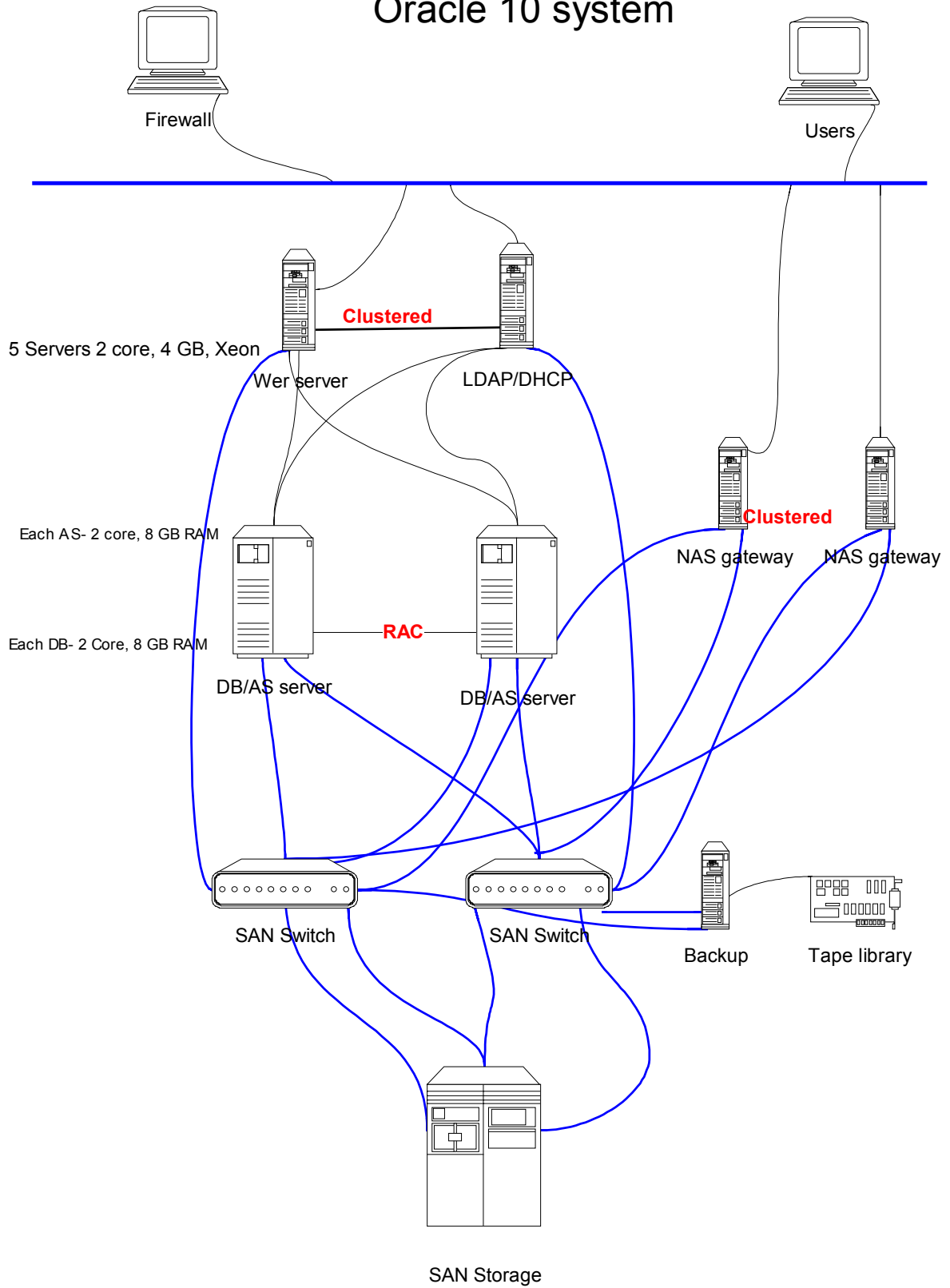
**Risc based servers with partition and SAN with NAS gateway and backup system. Migration from Oracle 8 to Oracle 10g with proper training to various staff. The servers would be on 100/1000 MBPS network.**

See Fig - 1.

**Indicative diagram of the solution depicting servers, storage and other devices**

# BHEL, Jhansi

## Oracle 10 system



**Figure – 1**

## **72.0 ACCEPTANCE TEST PROCEDURE FOR THE PROJECT**

- 72.1 Complete system supply, installation and running of Computer system as per requirements and Technical specifications ( Annexure-I) must be completed for proceeding with ATP.
- 72.2 Complete system documentation, soft media and hard copy, giving details of configuration, various parameters, layout, Marking and labelling of all cables , ports , terminations ,routing etc running instructions to be submitted. Which will serve as reference document in case of any problem/ system augmentation etc
- 72.3 **Newness certificate:** The Vendor/Lessor has to submit the newness certificate of all the equipment supplied.
- 72.4 **OEM support:** The Vendor/Lessor has to submit the certificate from the principal of equipment suppliers for their back to back support .
- 725 After the installation and commissioning of the computer system as per the technical specification following are to be done
  - 725.1 Migration methodology for applications and data to be established
  - 725.2 Migrating given variety of 25 programs to be demonstrated.
  - 72.5.3 All relevant trainings to be completed.

**73.0 CHECKLIST OF FORMATS (TO BE ATTACHED WITH TECHNO-COMMERCIAL BID DULY FILLED BY THE VENDOR)**

<b>Sl. No.</b>	<b>Annexure to be attached</b>	<b>Format attached as annexure</b>	<b>Whether attached (Yes / NO)</b>
<b>1</b>	Authorization letter from OEMs for Servers, Oracle 10g & UPS	Annexure A Annexure A1 Annexure B	Yes / <b>NO</b> Yes / <b>NO</b> Yes / <b>NO</b>
<b>2</b>	No Deviation Certificate	Annexure C	Yes / <b>NO</b>
<b>3</b>	Annual Turnover table	Annexure D	Yes / <b>NO</b>
<b>4</b>	Corporate Computer systems where the bidder is maintaining SLA Details Major Executed Project	Annexure E	Yes / <b>NO</b>
<b>5</b>	Corporate Computer systems where the bidder is maintaining SLA -AMC/FMS contract	Annexure F	Yes / <b>NO</b>
<b>6</b>	EMD deposited details	Annexure G	Yes / <b>NO</b>
<b>7</b>	IBM RS 6000 maintenance support	Annexure H	Yes / <b>NO</b>
<b>7</b>	Technical specs	Annexure I	Yes / <b>NO</b>
<b>8</b>	Bill of material	Annexure J	Yes / <b>NO</b>
<b>9</b>	Price Format with total quarterly rental	Annexure K	Yes / <b>NO</b>

**( H K GARG )**  
**Dy.General Manager(MM)**

**ANNEXURE A (For Servers/storage)**

**FORMAT FOR "LETTER OF AUTHORITY"**

**Tender Enquiry No. PUR/WC/T096 Due on 06.06.06**

To,

\_\_\_\_\_  
\_\_\_\_\_

Subject: **Letter of Authority**

**Tender Ref. No.: PUR/WC/T096**

Dear Sir,

We hereby authorize \_\_\_\_\_ who will fulfil the requirements of the tender enquiry ref. no. PUR/WC/T096 due date 06.06.06 to quote/ negotiate, supply and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The authorized agency would ensure reliable service during complete lease period. In case of any default alternative arrangement would be done by us on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For \_\_\_\_\_

Place:

Date:

**Note: This Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-I.**



FORMAT FOR "LETTER OF AUTHORITY"

**Tender Enquiry No. PUR/WC/T096 Due on 06.06.06**

To, \_\_\_\_\_  
\_\_\_\_\_

Subject: **Letter of Authority**

**Tender Ref. No.: PUR/WC/T096**

Dear Sir,

We hereby authorize \_\_\_\_\_ who will fulfil the requirements of the tender enquiry ref. no. PUR/WC/T096 due date 06.06.06 to quote/ negotiate, supply and support the software as required in the above tender enquiry.

This authorization is valid only for the following software for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The authorized agency would ensure reliable support during complete lease period. In case of any default alternative arrangement would be done by us on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For \_\_\_\_\_

Place:

Date:

**Note: This Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-I.**

FORMAT FOR "LETTER OF AUTHORITY"

**Tender Enquiry No. PUR/WC/T096 due date 06.06.06**

To,

\_\_\_\_\_  
\_\_\_\_\_

Subject: **Letter of Authority**

**Tender Enquiry No. PUR/WC/T096 due date 06.06.06**

Dear Sir,

We hereby authorize \_\_\_\_\_ who will fulfil the requirements of the Tender Enquiry No. PUR/WC/T096 due date 06.06.06 to quote/ negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The authorized agency would ensure reliable service during complete lease period. In case of any default alternative arrangement would be done by us on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For \_\_\_\_\_

Place:

Date:

**Note: This Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-I.**

**NO DEVIATION CERTIFICATE**

Tender Enquiry No. PUR/WC/T096 **Due date 06.06.06**

This is to certify that our offer is exactly in line with your tender enquiry no. Tender Enquiry No. PUR/WC/T096 **due date 06.06.06**. This is to expressly certify that our offer contains **no deviation** either Technical or Commercial in either direct or indirect form.

**Signed By:**

**Name:**

**Designation:**

**Date & Seal:**

## ANNEXURE D

### ‘ANNUAL TURNOVER OF BIDDER’

Tender Enquiry No. PUR/WC/T096 due date 06.06.06

S.No.	Financial Year	Turnover (In Rs. Crores)
1	2002-2003	
2	2003-2004	
3	2004-2005	

Place:  
Date:

Signature with seal

## ANNEXURE E

### EXECUTED MAJOR ORDER DETAILS (Oracle 9i/10g, RISC, SAN system)

(As per Qualification Criteria)

Tender Enquiry No. PUR/WC/T096 due date 06.06.06

S.No.	Organisation Name/ Contact Person details	Technical details of equipment supplied
1		
2		
3		

Place:  
Date:

Signature with  
seal

**ANNEXURE F**

**MAJOR AMC ORDERS RECEIVED  
(RISC, SAN, LTO, LMP, UPS)**

**(As per Qualification Criteria)**

**Tender Enquiry No. PUR/WC/T096 due date 06.06.06**

S.No.	Organisation Name/ Contact Person details	Technical details of contract
1		
2		
3		

Place:  
Date:

Signature with  
seal

**ANNEXURE G**

**EMD DEPOSIT DETAILS**

**Tender Enquiry No. PUR/WC/T096 due date 06.06.06**

<b>S.No.</b>	<b>EMD amount</b>	<b>EMD details</b>
<b>1</b>	Rs, 2,00,000.00	

Place:  
Date:

Signature  
with seal

**ANNEXURE H**

**Tender Enquiry No. PUR/WC/T096 due date 06.06.06**

**IBM RS6000 maintenance support**

We are authorised and capable of providing maintenance support for existing IBM RS 6000 twin servers with 108 GB disc array running Oracle 8.0 on AIX along with 2 LIPI 691 line matrix printers till migration is complete.

Place:  
Date:

Signature  
with seal



**9.0 TECHNICAL SPECIFICATION FOR - COMPUTER SYSTEM**

**Enclosed as separate file, ANNEXURE - I (Total Sheet -14 )**

**10.0 BILL OF MATERIAL**

**Enclosed as separate file, ANNEXURE – J (Total Sheet - 1)**

**11.0 Price Bid Format**

**Enclosed as separate file, ANNEXURE - K (Total Sheet - 1)**