



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Reference: BHEL/EDN/DTG/SAPHW/2021

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/DTG/SAPHW/2021 date:20/08/2021
2. Name of the work : **SAP Hardware Refresh and Migration**
3. Earnest money deposit : Rs 8,00,000 (Eight Lakhs Only)
4. Last date and time for the Receipt of completed tender : On or before 13th Sept 2021, 1PM
5. Date and time for tender opening : 13th Sept 2021 (Between 1:10 PM to 1:30PM)
6. Place of submission of completed tender : To be dropped in the TENDER BOX -02
Kept at reception area with caption "IT&S" at
BHEL, Electronics Division, Mysore Road,
Bangalore – 560026

This tender document contains the following:

1. Introduction and Scope of work
2. Pre-Qualification Criteria
3. General Terms and Instructions & Guidelines to bidders
4. Technical Specifications
5. Commercial Terms and conditions
6. Checklist for enclosures
7. Business Rules for Online Reverse Auction (RA)
8. Contractors obligations
9. Contractors statutory liability
10. Confidentiality and Non-Disclosure Agreement Format
11. Price BID Format
12. Authorization and back to back support by OEM –
13. Deviation in technical specification
14. No deviation certificate
15. ETF

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

Prepared by

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Sr.Manager/DTG

Checked by

Sd/-
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SDGM / DTG

Approved by

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1.1 INTRODUCTION

BHEL EDN Bengaluru (A Government of India Undertaking) invites tenders for supply, installation and maintenance of Equipment to run SAP application on 5 years lease basis from eligible bidders, and for upgrade/migration of existing ECC/Oracle system to latest OS/DB. The equipment shall be installed in the Primary site in Informatics Centre and in the Secondary site in DR centre in BHEL, EDN premises. The entire system is required on 5-year Financial Lease and if BHEL opts, the bidder shall undertake to provide maintenance support for two years after the expiry of the Financial Lease period.

1.2 SCOPE OF WORK

The vendor shall Supply, Install, Integrate, Carryout Tests, Commissioning of Servers, HCI, Backup Solution, other related items including Virtualization components, Operating Systems and other software at Primary Site & Secondary Site of BHEL EDN complex as per architecture specifications.

Vendor shall carry out Installation and migration of SAP landscape from present AIX/Power servers to LINUX/X86 including application servers, load balancer, DMS, sap router ETC., and testing. Solution manager shall be installed and configured.

The bidder shall establish and demonstrate the following scenarios as part of the installation and commissioning.

- 1 Smooth functioning of primary and secondary sites in production.
- 2 High availability features and DR features
- 3 Backup system, which be both snapshot based and without snapshot based and shall integrate with the SAP tools.
- 4 Failure of switches/nodes and sustenance of service.
- 5 Backup process and restoration
- 6 Disaster recovery



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2. PRE- QUALIFICATION CRITERIA

1. The bidder should be OEM or his authorized system integrator. If System integrator, then a letter from OEM authorizing to quote for this tender should accompany the bid. The OEM here means the server (HCI node) OEM.
2. Bidder should be a partner of SAP and have a handled the modules like SAP Basis, ABAP, SD, PS, FI, CO, PP, MM, QM, PM in SAP R3 (ECC 6.0 EHP 0 and later versions).
3. Bidder should have a Registered and Incorporated office in India. Corporate Identification Number (CIN) and GSTN shall be provided by the bidder.
4. Bidder should have a clean track record, i.e. the bidder should not be under hold or blacklist by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
5. The bidders Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the reference value. Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer.
6. The bidder should have experience in successfully executing similar works, during last 5 years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:

Three similar completed works costing not less than the amount equal to 40% of the reference value.

OR

Two similar completed works costing not less than the amount equal to 50% of the reference value.

OR

One similar completed work costing not less than the amount equal to 80% of the reference value.

For the purpose of evaluating, PQC reference value to be considered is Rs 4 Crores

Bidder shall provide customer references with brief description of programs executed year wise including details such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person, Month & year of commissioning of solution provided, Service Support provided etc, for verification. Similar works, means SAP hardware installation and migration, of comparable scope. Bidders can submit PO copies which have been executed.

- a. The proof of successful implementation of such services should be attached with the technical bid.
- b. The reference POs for equipment supply should be in the name of bidder. The order copies of referred projects and successful completion/ performance certificate from the customer along with the offer is to be submitted.



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3 General Terms and Instructions and Guidelines to Bidders:

3.1 DEFINITIONS:

1. **TENDERER/BIDDER:** Tenderer/Bidder shall mean the Firm/ Company/ Organisation which is offering hardware/infrastructure for this tender. Bidder should be single entity and not a consortium.
2. **VENDOR/CONTRACTOR:** Vendor/ Contractor shall mean the Firm/ Company/ Organization with whom the Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as Supplier
3. **SYSTEM/EQUIPMENT** shall means all the services and software needed for the complete functionality and successful implementation of the entire scope of work.
4. **LESSOR:** The owner of the hardware/ infrastructure that has to be leased to lessee.
5. **LESSEE:** BHEL

3.2 BIDDER TO INFORM HIMSELF FULLY:

6. The bidder shall closely peruse all the clauses, specifications and 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.
7. 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.
8. Bidder has to sign integrity pact with BHEL before price bid is opened.

3.3 EXPECTATIONS FROM BIDDER

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution. In case any extra item is required for complete functioning of the system, the same must be quoted.



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3.4 AMENDMENT OF BIDDING DOCUMENTS

1.1 BHEL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

1.2 Amendments made prior to submission of bid will be provided in the form of Addenda/ Corrigendum to the Bidding Documents and will be posted on the BHEL website only (<http://www.bhel.com>).

3.5 SUBMISSION OF BIDS

The Bidders shall submit the offer in TWO INNER ENVELOPES (with bidder's distinctive SEAL) as indicated below which shall be sealed in one outer envelope.

Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This should also contain EMD. The envelope should be clearly marked "**Part I - Technical and Commercial Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "**Part II - Price Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in a bigger cover, duly sealed, superscribed as Part I & Part II of Enquiry Number, Due Date of opening and the Address and Reference of the Bidder.

The above offer should reach this office on or before the due date at the given address. Tenders should be addressed to the Senior Manager (DTG), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

Tenders should be free from CORRECTION AND ERASURES, corrections if any must be attested. All amount shall be indicated both in words as well as in figures.

3.6 EARNEST MONEY DEPOSIT (EMD)

3.6 (a) Modes of deposit:

The EMD will be accepted in any of the following forms:

- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- Electronic Fund Transfer credited in BHEL account (before tender opening)
- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).



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Forfeiture of EMD :

EMD by the Tenderer will be forfeited in the following cases:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
- EMD given by all unsuccessful tenderers will be refunded

EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.

3.7 OPENING OF TENDERS

- a) The Part I – Techno-Commercial bid would be opened on the Tender opening date.
- b) The Part II – Price bid of Technically & Commercially qualified Bidders alone would be opened. The Technically & Commercially suitable Bidders would be informed about the price bid opening date.
- c) Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II –Price bid.

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.

3.8 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

Following documents shall be submitted in the bid. The Bidder shall bear all costs associated with the preparation and submission of their bid and BHEL will in no case be responsible or liable for those costs.

The bid, all correspondence and documents related to the bid shall be in English.

3.8.1 Documents to be submitted for Techno-Commercial bid

- (i) Documents as per the **CHECKLIST** given in this NIT
- (ii) Price format copy with prices masked or without prices (Pl note that % figures shall be indicated. Only the values shall be masked). All applicable taxes on various items / heads should clearly be mentioned.
- (iii) Technical offer including Brochures/literature for the equipment offered.
- (iv) List of Clients/customers to whom the services has been provided/being provided.



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3.8.2 Document to be submitted for the Price Bid

Price in the Price bid Format.

3.9 LATE BIDS

Any bid received after the deadline for submission of bids will be rejected

EVALUATION OF BIDS

BHEL will evaluate the bids as follows;

Stage-I: EVALUATION OF TECHNICAL AND COMMERCIAL BID

Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **Eligibility Criteria for Bidders** will be considered for further evaluation.

BHEL's Technical Committee will evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, BHEL may ask for information / resources to validate the bid. These may include technical documents / supporting papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

Commercial conditions sought in the tender also will be evaluated by the BHEL's committee.

BHEL reserves the right to accept or reject any deviation.

Bids meeting BHEL's technical and commercial requirements only will be considered for Stage-II price evaluation.

3.10 BHEL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. Offers with following conditions, but not limited to, are liable for rejection.

- a) Demanding advance payment
- b) Demanding exemption of EMD
- c) With offer validity less than what is asked by BHEL
- d) Non-Acceptance for participating in Reverse Auction

Stage –II: EVALUATION OF THE PRICE BID

3.11 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 the interpretation will be done as detailed below:

- i) 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



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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.

- ii) 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; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed 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 (i) and (ii) above.
- iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.

3.11.1 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.

3.11.2 The evaluation will be on the basis of total Charges for all the items including all applicable Taxes and Duties but after deducting all input credits available to BHEL so as to assign tender priority based on cost to BHEL.

3.11.3 The bid having the least “cost for BHEL” will be considered for order placement.

3.11.4 All applicable taxes are to be specified clearly in the Price Bid Format.

3.11.5 Prices of optional items, if any, shall not be considered for Price evaluation and ordering.

3.11.6 BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re. 1/- (Rupee One only) per equipment. If BHEL does not retain the equipment, the vendor shall dismantle all the equipment and move it away from BHEL’s premises at vendor’s cost.

3.11.7 BHEL reserves the right to negotiate with L1 vendor.

3.11.8 BHEL will claim depreciation as per the provisions of the Income Tax Act/Companies Act-2013.

3.11.9 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA and in such circumstances, the EMD submitted by such vendor shall be forfeited. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company.

3.11.10 In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit ‘Online sealed bid’ in the RA. Non submission of ‘Online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.

3.11.11 Terms and conditions of RA are also available in this NIT.



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4 TECHNICAL SPECIFICATIONS

4.1 PRESENT SET UP

Presently our SAP is being run on IBM AIX infrastructure with P5 and P6 servers and DS 8100 storage (DC DR replication). The SAP instance details are as follows.

1. SAPBEPC – Production System :
 - a. Two App servers & central instance.
 - b. Non-Unicode.
 - c. SAP ECC 6.0 EHP 0 - SP level 26 .
 - d. Oracle 11g – 11.2.0.2 - DB Size : 1.4TB
 - e. AIX 6.1 TL9
 - f. Total 250 named users
2. SAPBEQ – Quality System :
 - a. One App Server & DB
 - b. Non-Unicode.
 - c. SAP ECC 6.0 EHP 0 - SP level 26 .
 - d. Oracle 11g – 11.2.0.2 - DB Size : 1.4TB
 - e. AIX 6.1 TL9
3. SAPDEV – Development System :
 - a. One App Server & DB
 - b. Non-Unicode.
 - c. SAP ECC 6.0 EHP 0 - SP level 26.
 - d. Oracle 11g – 11.2.0.2 - DB Size : 500 GB
 - e. AIX 6.1 TL9
4. DR in sync with DC.
5. RDC running oracle data guard.

DMS is part of landscape. Solution manager is required to be implemented. Two application servers are running in load balanced mode. SAP router will have to be migrated to new hardware. The storage capacity being used is 8 TB.

We have SAP licenses for 250 users. Oracle is bundled as part of SAP.



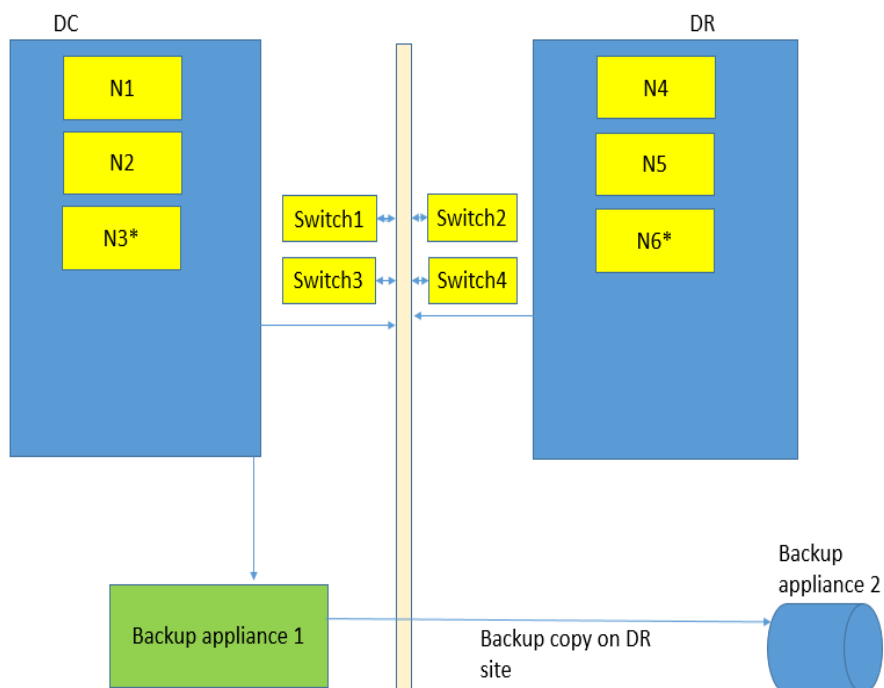
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4.2 PROPOSED ARCHITECTURE



LEGEND	DESCRIPTION
N1 ,N2,N3	HCI NODES(PART OF DC CLUSTER)
N4,N5,N6	HCI NODES(PART OF DR CLUSTER)
SWITCH1 TO 4	SWITCHES , 2 AT DC AND DR
Backup Appliance 1,2	Backup appliances

The DC here is our primary site. DR is secondary site, 300 meters apart. If a management/witness server is required, the same may be quoted by the vendor.



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4.3 BILL OF QUANTITIES

4.3.1 HARDWARE BILL OF QUANTITY:

Component	Unit	DC	DR	Total Quantity
Hyper converged Infrastructure (HCI) for SAP Applications	No	3	3	6
TOR Ethernet switch	No	2	2	4
Backup appliance	No	1	1	2

4.3.2 HCI SOFTWARE BOQ

Software	Quantity
HCI licenses	3+3 nodes
Hypervisor licenses	3+3 nodes
Management server license including OS	If applicable

*Licenses should cover all requirement for running the HCI cluster at DC and DR. All licenses required for operations/failover/DR should be provided.

4.3.3 THE LIST OF VM'S TO BE SUPPORTED ON HCI

Virtual Machine	Minimum SAPs to be provided	OS
DB/CI	40,000	LINUX
SAP QUALITY	10000	LINUX
SAP DEV	10000	LINUX
App server 1	7500	LINUX
App server 2	7500	LINUX
DMS	5000	LINUX
Solution Manager	7500	windows
Sap router	7500	windows
Sandbox 1	7500	LINUX
Provision for future loads, FIORI etc	25000	NA
All resources that are required by virtualization components to run	** As needed **	--

The solution should have unlimited VM licenses for LINUX. Two windows licenses required for Sap router and Solman.



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4.4 HARDWARE SPECIFICATIONS

4.4.1 HCI NODES SPECIFICATION

Category	Minimum Requirement	Complied (Y/N)	Remarks
Make	HP/DELL/LENOVO/HITACHI/CISCO		
Type	RACK Mount max 2U height		
Power Supply	Redundant, Hot swappable Power Supplies. Input: 100 to 240 VAC; 50~60 Hz. Redundant Fan Kit, Power Cords (suitable for Indian type sockets) for both Power Supplies to be provided.		
Restart	Must have power failure protection and be able to reboot itself back into the OS, without manual intervention, after a power outage.		
Processor	Two Intel Cascade lake or latest, minimum 16 core, minimum 2.1 GHz speed		
Hard drive	Usable capacity of 27 TB per cluster, on SSD disks. Should have redundant boot drives		
SAS Controller	12Gbps SAS RAID Controller or equivalent		
Memory Slots	Up to 24 DIMM sockets (12 DIMMs per processor).		
RAM	Minimum 192 GB RAM per node. Vendor to follow SAP's balanced memory configuration rules		
Display	Integrated Display Controller with 16MB RAM.		
Ethernet Ports	2 Cards of 2X10G SFP+ Dual Port NIC's supporting enterprise class features and 1X 4-port 1Giga network adaptor supporting advanced features.		
USB Port	Minimum of 3 USB ports		
OS supported	Windows server, RHEL and SUSE/SLES		
OS	SLES/RHEL with 5 Year support and applicable subscriptions, for unlimited VMs		
HCI/Virtualisation	HCI solution including Management etc., with 5 year support and subscriptions		
Keyboard/ Mouse	Standard keyboard and optical scroll mouse with mouse pad.		
Drivers	All controllers to be supplied with drivers suitable operating systems, along with installation/set up utilities and Enterprise System Management software.		



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Category	Minimum Requirement	Complied (Y/N)	Remarks
HANA	The solution be upgradable to run HANA in future		

4.4.2 BACKUP SOLUTION SPECIFICATION

Category	Minimum Requirement	Complied (Y/N)	Remarks
Functional Requirement	The proposed integrated backup solution is going to be used for backing up SAP database (ECC 6.0 on Oracle). 1) Production data: the size will be around 1.5 TB and will need backup and retention as a) daily incremental for 6 days b) weekly full for 2 weeks c) monthly full backup for 1-month d) yearly full backup for 5 years 2) SAP QUAL/DEV data will be around 2 TB. The backup and retention policy will be a) weekly full backup for 2 weeks b) monthly full back up for 1 month. In addition to this, we may take VM level backup of servers on quarterly basis.		
	Proposed integration solution must support GUI with centralized management interface for management of all backup activities. Complete backup and recovery must be managed from centralized GUI.		
	The offered solution must support multiple level of backups including full, incremental, differential and synthetic full.		
	The offered solution must provide application and database aware backup for SAP HANA, MySQL, PostgreSQL, SQL, Exchange and Oracle on Windows, Linux and Unix.		
	Backup solution must provide unlimited license for online backup of applications and Database Servers covering PostgreSQL, Oracle, MySQL, MS SQL, Oracle, SAP HANA DMS instances.		
	The offered solution must be able to encrypt the data with 256 bit encryption and it should not demand for additional license, any such license if needed should be quoted for the total backup capacity license.		
	Backup solution must support bandwidth throttling		
	Proposed solution must support image backup for VMware, Hyper-V etc without installing agent inside the VMs		
	Backup solution must support Bare Metal recovery for physical to physical, physical to virtual, virtual to physical		
	Backup solution must support granular restore options like complete VM, Databases, files, folders etc.		



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Category	Minimum Requirement	Complied (Y/N)	Remarks
	The proposed solution must have search capabilities from web portal to allow search for a single file from backup repository.		
	Proposed backup solution must be available on various OS platforms like Windows, Linux, HP-UX, IBM AIX, Solaris etc. The backup server must be compatible to run on both Windows and Linux OS platforms		
	Must support source Capacity based licensing or Component Based License or Socket Based licensing with all the features which mentioned here.		
	Implementation of the backup solution to be done by the product OEM		
	must able to dynamically break up large save sets into smaller save sets to be backed up in parallel to allow backups to complete faster for Windows, Unix and Linux clients		
	must have in-built calendar based scheduling system and also support check-point restart able backups for file systems.		
	Five (5) year 24x7x365 OEM support must be included with license		
	Proposed solution must be space efficient and shall not consume more than 4U of rack space.		
	Proposed solution must be able to interface with various industry leading server platforms, operating systems and Must support LAN based D2D backup via NFS v3, CIFS, OST.		
	Proposed solution must support global and inline data duplication using automated variable block length deduplication technology.		
	Proposed solution must have integrated de-duplication license and license for replication to remote location in a low bandwidth mode so that only unique – Non Duplicated data flows to remote location.		
	Proposed solution must support Source based de-duplication so that only unique – Non duplicated data copies to offered device.		
	The solution must be quoted with a min. usable capacity of 12 TB and must be scalable to minimum 30 TB usable. Any additional capacity required as per sizing needs to be proposed by the bidder.		
	Proposed solution must have the ability to perform different backup, restore, replication jobs simultaneously and Must supports communications and data transfers through 10 Gb & 1 Gb Ethernet LAN over copper and SFP+. The proposed backup solution must be offered with min. 4 x 1Gbps NIC, 2 x 10Gbps NIC - 2 Nos		
	Proposed solution must support minimum backup throughput of 4 TB/hr with target based dedupe while maintaining a single		



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Category	Minimum Requirement	Complied (Y/N)	Remarks
	deduplication pool with RAID 6 and min. one hot spare disk as well.		
	Proposed solution must support 256 bit AES encryption for data at rest and data-in-flight during replication. It must offer internal and external key management for encryption		
	Proposed solution must be offered with RAID-6 with SATA/NL-SAS disk drives along with hot-spare disks for each disk shelf		
	Proposed solution must support intelligent, variable-length deduplication, which delivers an average data reduction rate of 10-55x		
	Proposed solution must Support Enterprise Applications and Database Backups without integration with Backup Software, for better visibility of Backups to Application and database Owners, thus ensuring faster and direct recovery on application/database level. This integration should be available for Oracle, SAP, SAP HANA, DB2, MS SQL, Hadoop, MongoDB, Cassandra etc.		
	Proposed solution must consist of purpose built backup appliance. Proposed solution must include the backup server either as physical server/VM or as part of integrated appliance. In case the solution is not an integrated appliance, the required resources (hardware, OS etc) for backup server must be added to address the complete requirement.		
	Proposed solution must have replication license to replicate the data from DC to DR., and must support one to one, bidirectional, cascade, one to many or many to one topology.		

4.4.3 SWITCH SPECIFICATION

Category	Minimum Requirement	Complied (Y/N)	Remarks
Make	HP/DELL/CISCO/JUNIPER/ARISTA		
Minimum Required Features	12/24 SFP+ Ports, Enterprise class advance Layer-3 image, stackable		
	Proposed network device must be 19" rack mountable		
	Network Infrastructure equipment must use 240V AC power.		
	The switch should be loaded with Dual hot swappable Power supply		
	The switch should support minimum 16 Gbps Flash		
	The switch should support minimum 4 Gbps DRAM/Processing memory		
	The switch should support 2x 100G QSFP28		



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The switch should be scalable to support 4 x 10G SFP+ in future with module/optic expansion.		
The switch should be loaded with 8X10G DAC cable & 4 X 1G BaseT, 1X40G DAC cable for stacking		
The switch should support minimum 800 Gbps of Switching Performance		
The switch should have all Layer 2 and Layer3 features		



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4.5 MIGRATION SCOPE

Currently the SAP is being run on ECC 6, running on IBM AIX 6 and oracle 11 database. The scope of work shall include: -

- 1 Conversion from non-Unicode to Unicode
- 2 Database upgrade of Oracle to Latest version
- 3 OS Migration from AIX to Linux
- 4 Implementation of solution manager

The above activity may be carried out through various stages and migration iterations including:

-

- 5 Requirement analysis and Project Blue Print
- 6 Preparation of Functional Specifications and Technical Specifications
- 7 Processes configurations and modifications including ABAP programs
- 8 Unit testing, Integration testing and UAT.
 - Final preparation
 - Planning for production support and cutover
 - Key user Trainings
 - Quality check: Final preparation
 - Execute cutover
 - Start of production
- 9 Documentation for user guidance and technical configurations
- 10 User Training
- 11 Go-live and Post go live support.
 - Monitor live environment
 - Close open issues
 - Sign off with functional/core team for satisfactory performance and correctness of all work flow and reports (standard and Z reports).

4.6 COMMON REQUIREMENTS

1. In case of node failure, the primary site should continue working unaffected. In case of primary site failure, the DR site should take over automatically. The RPO should be zero, while RTO can be upto 15 minutes in case of complete primary site failure.
2. The equipment whose remaining end-of-support is less than 07 years need not to be offered.
3. All cables, adapters, power cords and any other interconnects for power, fibre and network required by the systems to be as per industry best practices. They should have features such as FRLS, anti-rodent, anti-termite etc wherever applicable. The power adapter will be as per the Indian standard. The bidder shall carry out all electrical and systems interfacing pertaining to equipment at Primary site and Secondary Site as per the best international standards and practices.



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4. All licenses required are in bidder scope.
5. For all licenses, the support is required from the OEM. All patches and updates should be included.
6. The HCI nodes should be certified by respective vendors for suitability.
7. The vendor shall depute certified and experienced personnel with experience of minimum three years in domain and SAP implementation for the job.
8. Documents :On successful installation of the equipment and configuration of individual components and the solution as a whole, the Vendor shall submit the following documents as part of the commissioning:
 1. Newness certificate for all items.
 2. Configuration detail for each server – name, IP address, OS version, details of Partitioning etc.
 3. Network diagrams / cabling scheme, LUN / HOST mapping.
 4. Security scheme for entire solution.
 5. Clustering and failover details.
 6. Details of Backup solution
9. Back to back agreement copy with the primary OEM and software OEMs for providing onsite support, services, spares, replacement of the faulty component during the lease period for all equipment including software. Agreement should clearly state it will be the OEM's responsibility to provide support and services, if its authorized partner fails to deliver.
10. Document for Basic Operating Manual for the Servers, backup devices, HCI nodes, the configuration done on these for BHEL environment.
11. The bidder has to provide a Service Engineer with basic HCI and SAP knowledge to monitor the system, and to coordinate with OEMs for fault resolution during the entire lease period. He/she has to be stationed in our office premises during all working days (Normal working hours : Monday to Friday : 7:30AM to 4:36PM and Saturdays : 7:30AM to 12:30PM. Sunday : Holiday)

4.7 PERFORMANCE GUARANTEE TESTS (PG TESTS):

1. The Performance Guarantee Test shall start after installation and commissioning of all the Hardware & Software at primary and secondary sites.
2. The Performance Guarantee Tests (and repeats of such tests limited to a maximum of two) shall be the primary responsibility of the Vendor, but shall be conducted with the full cooperation of BHEL to ascertain whether the supplied System meets the standard of performance and complete functionality as specified by BHEL.
3. The performance test will be done simultaneously for all the servers with respective SAP software modules installed. After successful completion of installation and commissioning, PG test shall be conducted for ascertaining the availability for a minimum period of 7 days continuously. The Performance Acceptance Tests shall be conducted by Powering Up and



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continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together.

4. All the systems together shall give an uptime of 97% during the test period. The test duration time shall be exclusive of external power failure time and any scheduled down time by BHEL. The system shall be considered as “available”, if all the processors, total installed memory; all hard disks (internal & external), switches and all other supplied equipment are in service with network and Backup system. Any hardware component failure in servers and other supplied equipment has to be rectified / replaced without bringing down / restarting any partitions or servers.

5. If the system is found to be lacking in meeting Performance Guarantee Test, the test time will be extended by 7days. If the equipment/system does not provide the required uptime even after 2 extensions, the supplied equipment is liable to be rejected. Down time will not be counted, in case the failure is due to any other reasons not attributed to the Vendor.

6. Beyond the acceptable limits of PG parameters, the supplied equipment is liable to be rejected.

4.8 BUSINESS CONTINUITY PLAN

1. Vendor shall submit a detailed BCP plan at the time of implementation. A detail restoration plan to startup a failed site shall be envisaged. All the necessary resources, software, program, etc. required to carry out the Business Continuity Plan shall be included in the scope of supply. The general guidelines are as follow:

2. A detailed plan and procedure for business continuity in the event of failure of Primary / Secondary site.

3 . A detailed restoration plan to restore to original configuration after the failed site is set right.

4. One full BCP drill is to be performed during Performance Guarantee Test. (Before commissioning)



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5. COMMERCIAL TERMS AND CONDITIONS

5.1 EXPECTATIONS FROM VENDOR/LESSORS

Vendor/Lessor is required to give a total solution & services as per specifications enclosed. The full working of all IT Equipment and Services is the responsibility of the Vendor/Lessor. In case any extra item is required for complete functioning of the system, the same must be quoted.

5.2 VALIDITY OF THE OFFER

The offer shall be valid for 3 months from the date of Technical and Commercial bid (Part I) opening.

5.3 NOTIFICATION OF AWARD

BHEL will notify the successful Bidder in writing by way of Letter of Intent/work order transmitted through e-mail/ Letter/ Fax.

5.4 SIGNING OF CONTRACT/ LEASE AGREEMENT

The successful Bidder and the Financier, if any, shall enter into bipartite or tripartite Agreement, as the case may be, with the Purchaser.

Upon notification of award the Bidder shall sign and return back to the Owner duplicate copy of the LOI/WO as an acknowledgement of receipt of the LOI/WO within 7 working days.

Within 15 (fifteen) Days from the date of issuance of PO, the Contractor shall submit:

Signed copy of BHEL Purchase Order as an acceptance of the PO.

Security Deposit (SD)

Bidder shall furnish the details regarding Address, Tax details, Bank details etc. for placement of Order.

5.5 DELIVERY SCHEDULE

The Contractor shall be responsible for timely delivery, installation & commissioning of all the equipment given in the scope of supply/work at the BHEL's premises. All the equipment shall be delivered and successfully installed and commissioned as detailed below and delivery period will be counted from the date of Purchase order:

Phase	Delivery Period	Description
1	12 weeks from the PO date	Delivery ,installation and commissioning of equipment , Migration and go live, PG Test completion



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5.6 PENALTY FOR LATE COMMISSIONING/MIGRATION

The vendor should commission the hardware, perform the migration and performance testing within delivery period from the date of PO placement. For every week delayed (not attributable to BHEL), there shall be a penalty of 1% of contract value subject to a maximum of 10% of contract value. Partial week shall be taken as full week. Vendor is free to deploy temporary hardware for migration to expedite execution. It will be entirely in his scope. BHEL will not provide any hardware.

5.7 RATES

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, applicable taxes like GST/Lease Tax/ RTU Tax will be payable as per actuals.

Rates are to be quoted as per Price Bid Format providing details of rates of taxes and duties prevailing as on the last date of bid submission. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any change in rates/tariff with respect to the taxes/rates/tariffs of taxes prevailing as on the last date of bid submission will be entertained and such taxes will be to the account of the Contractor.

5.8 PAYMENT TERMS

Lease period will start only after:-

- Successful installation and commissioning of all the equipment as per the requirement at the Site.
- Completion of the PG test successfully and the issue of the commissioning certificate.
- Complete upgrade, migration, testing and go live of SAP on new set up.

The charges of installation and commissioning, migration and go live will be paid as one time charges. Remaining charges shall be paid in arrears as quarterly lease rental.

No interest, whatsoever, shall be payable by the Client on any amount due to the Contractor.

Registration under GST - BHEL GST number (hosted in EDN webpage) to be mentioned in NIT Supplier GSTIN number should be mentioned in all quotations & invoices submitted

HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted

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,



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value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.

Payment to vendors as applicable will be made only if it is matching with data uploaded by Vendors in GST portal

Vendors to give undertaking that GST as mentioned in the Invoice is paid / will be paid either through cash or admissible input credit and also filed / will file the returns

For invoices paid on Reverse charge basis – remarks that it is “payable on reverse charge basis” to be mentioned on the invoice.

The payment will be made by the Client on quarterly deferred basis within 30 days from the date of submission verified documents as below:

In the First Quarter:

After installation & acceptance, following document to be submitted.

- A. Copy of Installation Certificates signed by IT Coordinator of Client.
- B. Original copy of Certificate signed by IT Coordinator of Client certifying only downtime figures for the quarter.
- C. Newness certificate of the equipment supplied.
- D. Invoices in triplicate.

Subsequent Quarters:

- Original copy of Certificate signed by IT Coordinator of the Client certifying only no availability/downtime figures for the quarter.
- Invoice in triplicate.

5.9 DIRECT TAX

Client shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as income tax liability of the Seller/ Contractor and his personnel/representatives. Taxes are applicable at prevailing rates during the contract period. Any variation in taxes and duties will be on BHEL's part.

Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.

5.10 INSURANCE

Insurance for the complete Systems/ Equipment shall be arranged by the Contractor at his own risk and cost during transit, movement, storage and throughout the period of lease against loss or damage due to any reason including but not limited to loss or damage arising due to fire, theft, natural calamities, etc.

The Contractor shall submit the evidence of insurance document(s) to the Client.



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Under any circumstances, Client 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 Contractor. BHEL shall cooperate with the Contractor for this purpose as far as practicable.

The Insurance policy shall be duly and promptly renewed by the Contractor and evidence thereof shall be submitted to the Client within not more than <no. of days> from the date of expiry of the existing Policy cover. If the Contractor fails to renew the policy Client may affect the insurance and shall recover the amount in this respect from the lease rental payable to the Contractor.

Notwithstanding that for any loss or damage to any of the supplied Systems/Equipment a claim has been or is being filed by the Contractor with the insurance agency; the Contractor shall be obliged to replace the damaged System/Equipment with a System/Equipment of equivalent make or model which is not technically inferior to the Systems/Equipment so damaged/lost, at its own cost, within the time as directed by the Client as the case may be, without linking it with receipt/settlement of claim from the insurance company failing which, the Purchaser, at its option, may resort to action in terms of SLA deduction and/or Risk Purchase clause.

5.11 BANK CHARGES

Unless otherwise specified, the Bank charges, if any, shall be to the account of Bidder.

5.12 SERVICE LEVEL AGREEMENT

Vendor shall provide an uptime of 97% on all hardware & software products on monthly basis. If the availability of the systems or part thereof is below 95% on monthly basis, continuously over a period of 2 months, BHEL reserves the right to terminate the contract in full, without any cost implication to BHEL.

5.13 AVAILABILITY OF SPARES:

Sufficient stock of critical spares shall be maintained at BHEL or at vendor stores at all times to ensure the uptime.

5.14 WARRANTY & SUPPORT:

1. All the supplied equipment/systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty & service support for 5 (Five) years. The period shall start from the date of successful go live on new set up after commissioning of the Equipment /System. Warranty & Support shall be delivered directly by the OEM for Servers, Backup Systems etc. Even for virtualization and operating system, the primary responsibility of support will lie with the OEM.

2. If any document/manual/media supplied by the Vendor is found to be inadequate / incomplete within the period of the contract, the supplier shall replace / complete such document/manual/media at their cost within 15 days' time. The document / manual / media released with upgrades and updates shall be supplied as part of contract.



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5.15 WARRANTY SHALL COVER THE FOLLOWING

1. Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of supply of all types of spare parts etc. (Including batteries)
2. All Software Patches, Upgrades, updates, Service Packs, etc. of the Operating System and all other Software supplied by the OEM must be made available as part of contract during the entire warranty/AMC period (5 +2 years). Software subscription and any other subscription required during entire lease period should be provided.
3. Installation / Re-Installation / Maintenance and update patches, upgrades, updates and fixes of OS, System software and other software supplied in the contract.
4. Licenses shall be perpetual and made current whenever the license policy of the Software changes during tenure of lease

5.16 ON SITE SUPPORT

- 1) Vendor to conduct monitoring, logging, Periodic health checks and reporting on quarterly basis of the Performance and operations of the hardware systems.
- 2) Yearly once the vendor shall carry out a testing of automatic failover and backup restoration.
- 3). Periodic health checks of operating system, virtualization and backup solution to be done with support from OEMS. All operating system, virtualization and backup solution updates/patches etc. are to be managed by the OEM.
- 4). Vendor shall carry out liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work. Escalating unresolved problems to ensure resolution as per the agreed SLA.
- 5). Any change in the IP Scheme, if required, limited to all the equipment installed at Primary site & Secondary site shall be done in consultation with BHEL's Network Manager.
- 6). OS and software re-installation in the event of system crash/failures, implementing security patches on servers at all levels.

5.17 OFFLINE SUPPORT

1. There should be 24x7 National telephonic/web based support for all equipment through OEM. The call should be responded within four hours.
2. There must be a single point of contact for any eventuality and an escalation matrix must be provided with the bid with clearly specified mode of obtaining technical resources.
3. Access to raise technical assistance request at hardware vendors / supplier websites.

5.18 PENALTY FOR SLA NON-CONFORMANCE/DOWN TIME

At the end of each quarter downtime will be calculated for all equipment. The deductions will be made as per the following formula:

Deduction (D) = (downtime in hours (d) X rental per hours (r) X multiplication factor (f))



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Hourly charge will be quarterly charges/(90 days*24 hours).

Where Multiplication Factor is given below

For Uptime = 97.00 Multiplication Factor is 0.00

For Uptime between 97.00 and = 96.00, Multiplication Factor is 2.00

For Uptime between 96.00 and =95.00, Multiplication Factor is 5.00

For Uptime below 95.00, Multiplication Factor is 10.00

The downtime will be recorded at BOQ item level. In case of failure of a component in an item, that brings it down the deduction will apply to the whole item. If the failure of an item results in major service outage or affects the services provided by other items also, then the deduction will apply to all items affected by the failure.

5.19 ANNUAL MAINTENANCE CONTRACT

1. After the expiry of 5 year Warranty and the lease period, all the supplied equipment/systems (hardware/software) shall be covered under a Comprehensive On-Site AMC & service support for 2 (two) years along with back to back support agreement with OEM for all the supplied hardware. The AMC can be terminated with three months' notice without assigning reasons by BHEL.
2. The AMC for 2 years will be binding on the successful bidder, at the charges agreed in the contract. However BHEL reserves the right not to enter into AMC after the expiry of lease period. The rates for this AMC shall NOT be considered for tender evaluation.

5.20 TRAINING: ON PREMISE

The vendor shall provide following training at BHEL EDN premises on the installed servers/system. Training on System Administration for at least 2 persons for minimum period of 7 days in Servers, HCI, Backup Solution, Replication, DR Plan, Operating System etc. and daily operational Activities to use the system efficiently.

Boarding and lodging of the training faculty will be the responsibility of vendor.

5.21 TRAINING: AT EXTERNAL CERTIFIED CENTRES/LABS

1. Basic and Advanced System Administration Training for Operating system, HCI, Backup solution for two BHEL personnel at the OEM's or their authorized training centres.
2. Instructor led training for SAP BASIS/Solution Manager/database as per SAP curriculum at SAP certified centres, for two BHEL personnel for not less than 15 days per person.



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5.22 INDEMNITY:

The Bidder/Contractor represents and warrants that the System/Equipment supplied by it, or the warranty/support provided by it does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything contained herein, bidder shall fully indemnify and keep indemnified the Purchaser/Client against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and copyright of the Software.

In the event of any such claims being made against the Purchaser/Client by a third party, Purchaser/Client will inform in writing to the Contractor, who shall thereupon, at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

The Contractor, shall, upon the first demand by BHEL in respect of any loss/damage suffered or cost/expense (including reasonable attorney's fees) incurred by it owing to breach of this obligation, pay to BHEL the sum so demanded without any demur or recourse or protest. The decision of BHEL regarding the quantum of loss/damage suffered or cost/expenses incurred in or in connection with such infringement claim shall be final and binding upon the Contractor.

In the event, owing to such infringement, the use of the System/Equipment is disrupted/prevented for more than 24 hours at the user's end, the Contractor shall at his cost, within not more than 7 days from the date on which the same is reported, either ensure availability of the System/Equipment or provide a standby/replacement System/Equipment.

5.23 NON-DISCLOSURE AGREEMENT

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. The format for the Non-Disclosure Agreement is attached as Annexure.

5.24 INFORMATION SECURITY REQUIREMENTS

BHEL has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard. BHEL Information Security Policy is as follows:

“BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of it information at all times for serving the needs of the organization in line with its Vision,

Mission & Values while meeting all regulatory requirements.”

In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

The vendor / personnel deputed by vendor shall comply with following requirements:



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Personnel deputed by vendor shall follow the ISMS system requirements.

Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.

Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL.

When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.

If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by BHEL.

He / she shall maintain and service only those equipment which comes under his /her scope of contract.

Vendor / personnel deputed by vendor shall ensure the return or destruction of information/ data at the end of lease agreement and as and when required.

Access to information assets, which is not explicitly authorized, shall be treated as forbidden.

Any information security incident and / or security breaches shall be immediately reported to BHEL.

In case of any violation of the above, it will amount to non-fulfilment of terms & conditions of the contract.

5.25 RISK PURCHASE

Client 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.



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5.26 SUB-CONTRACTING:

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

5.27 TERMINATION OF CONTRACT & ITS CONSEQUENCES:

Purchaser/Client reserves the right to terminate/cancel the Contract/Purchase Order, as the case may be, either wholly or in part, due to non-compliance of stipulations of the Contract/Purchase Order, by the Contractor, at the risk and cost of the Contractor by giving one-month notice in writing.

Contractor shall continue the performance of the Purchase Order/Contract under all circumstances, to the extent not cancelled/terminated.

The Purchaser/Client reserves the right to terminate/cancel the Contract/Purchase Order, either wholly or in part, on account of any decline, diminution, curtailment, stoppage of his business or if the warranty and support services are not found to be satisfactory and in that event, the Contractor shall have no claim for compensation against the Purchaser/Client on account of such termination/cancellation.

With effect from the date of expiry of one month notice, no lease charges towards warranty and support will be payable to the Contractor for the cancelled/terminated part of the agreement.

Consequences: In case of the contract foreclosure/termination/cancellation, BHEL at its option, may either:

Call upon Contractor to remove the Systems/Equipment either in whole or in part from Purchaser premises at his own risk and cost after due permission from BHEL whereupon the Contractor shall forthwith remove the System/Equipment the Systems/Equipment from the BHEL site.

And/Or,

Retain the Systems/Equipment either in whole or in part, on payment of price of such Systems/Equipment equivalent to the percentage/depreciated value thereof on outright purchase cost of the System/Equipment and proportionately linked to balance lease period. In such event, ownership of the Systems/Equipment shall be transferred to BHEL.

Confirm compliance for all clauses of - “Commercial Terms and Conditions”

5.28 ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of or in connection with the formation, breach, termination, validity or execution of the Contract or the Purchase Order; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract or the Purchase Order; or, in any manner touching upon the Contract, then, either



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Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator to be appointed by the Head of the unit.

The seat of such arbitration will be the Bangalore.

It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract/Purchase Order.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

In case of Contract with Central Public Sector Enterprise (CPSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

The cost of arbitration shall be borne equally by the Parties.

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/Purchase Order with due diligence and expedition in a professional manner.

5.29 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER

After initial installation as per location details given by BHEL, shifting of equipment from one location to another shall be the responsibility of the Vendor/Lessor once during the lease period. The entire requisite works like dismantling of equipment, shifting within the campus and reinstallation/configuration shall be the responsibility of the Vendor/Lessor. 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.



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5.30 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.

5.31 LIMITATION OF LIABILITY

The Contractor's liability under any one Purchase Order will be limited to the value of that Purchase Order only.

Such limitation of liability shall not apply in cases of

- a) Gross negligence. Or,
- b) Fraud. Or,
- c) In the case of a third party claim in respect of infringement of intellectual property rights of the such third party by the Supplied System/Equipment or warranty/support.

Contractor shall not claim and the Purchaser shall not be liable towards a claim made by the Contractor towards any special, indirect, incidental, exemplary, punitive, speculative or consequential loss of any type, no matter how characterized, including but not limited to; loss of use, loss of revenue, loss of production or product, loss of profits or anticipated profits (if any), loss of or interruption to business, facilities, loss of use of property or wasted overheads or increased cost of working, in each case whether direct or Indirect, relating to, in connection with or arising out of the performance or non-performance of the Purchase Order, howsoever the same may arise, whether under contract, tort (including negligence), strict liability or otherwise at law, and whether or not foreseeable at the execution date of the Purchase Order.

5.32 SECURITY DEPOSIT (SD) : NOT APPLICABLE

5.33 FORCE MAJEURE

Contractor shall not be responsible for delay in delivery/installation/commissioning/PG Tests or in providing warranty and support as per SLA in respect of a Purchase Order, resulting from acts/events such as acts of God, war, floods, earthquakes, epidemics, riots, fire or Governmental regulations imposed after the date of contract beyond the Contractor's control, provided notice of the happening of such act/event is given by the Contractor to the Purchaser within 15 days from the date of its occurrence. .

In the event that the Force Majeure event lasts for more than 6 months, then, the Client reserves the right to cancel/terminate/foreclose the Purchase Order without any compensation being payable to the Contractor in respect of such cancellation/termination.



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If there are multiple Purchase Orders, the obligations of the Contractor in respect of any other Purchase Order(s) not affected by the Force Majeure event, shall continue to subsist.

5.34 ETHICAL STANDARD & OTHER CONDITIONS

Bidders/Contractor 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 Bidder 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 product it supplies, it either is the owner of the Intellectual Property Rights or has procured/will procure all the necessary licenses for due and faithful performance of its obligations under the Contract/Purchase Order, should it be awarded the Contract. Wilful misrepresentation of these facts shall be considered a fraudulent practice.

If the information provided by the bidder is found to be false at a later date, BHEL reserves the right to reject such a bid at any stage or to cancel order/ contract/ lease agreement if awarded. In such a case, bidder shall also forfeit EMD/ Security Deposit/PBG.

In addition, any other rights that are also available to BHEL in connection with such contravention of the ethical standard or other conditions, BHEL may also take steps for suspension of business dealings with the Bidder or the Contractor, as the case may be, as per extant guidelines of the company.

5.35 LAWS GOVERNING THE CONTRACT AND JURISDICTION:

The Contract/the Purchase Order shall be construed and be governed by the laws of India.

The concerned Court in the city from where the Contract is issued shall have sole and exclusive jurisdiction in connection with any matter arising between the Parties

5.36 MERGER & ACQUISITION:

In case of merger/amalgamation and acquisition of the Contractor the Contractor shall be obliged to ensure that the merged entity takes over the obligations under this Contract and acquiring company must assume all the obligations of the contract till the end of the contract period.

In the event the OEM in respect of the System/Equipment undergoes a merger/amalgamation or is restructured, then the Contractor shall procure and provide, at no extra cost to BHEL, the warranty/support from the merged/amalgamated/restructured entity.



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5.37 BANKRUPTCY:

If the Contractor becomes bankrupt or have a receiving order made against him or enters into an arrangement of compounding with his creditors or being a Corporation commences to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BHEL shall be at liberty:

To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.

To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

5.38 E-WASTE DISPOSAL

Vendor shall ensure full compliance to E-waste (Management and Handling) Rules, 2011 for products being supplied to BHEL.

Vendor should ensure that either they or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state.

Vendor shall manage a system directly or with a help of any professional agency for collection and channelization system of E-waste generated by the end of lifecycle of products supplied by it or whenever BHEL discards these products as E-waste.

Vendor shall arrange for collection of e-waste generated at the end-of-life from BHEL or whenever BHEL discards these products as E-waste and channelize the waste to authorized collection centers or recyclers/dismantlers under E-waste (Management and Handling) Rules, 2011. Also, Vendor shall bear all costs including transportation costs etc. involved in the aforesaid arrangement.

Vendor shall provide the full contact details including helpline number of the authorized collection centers and collection points or their collection mechanism being used by them to BHEL and such information should be periodically updated.

5.39 PERFORMANCE BANK GURANTEEE

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 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.



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6.CHECKLIST OF ENCLOSURES

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART-I) DULY FILLED BY THE BIDDER)

Sl No	Documents with Tender	Format / Annexure	Whether Attached (Yes / No)
1	Authorization letter from SAP		
2	Documentary Evidence as per Clause 2, Pre-qualification criterion		
3	Bidder's proof of registration in India as per Pre-qualification criterion		
4	Declaration as per Clause 4, Pre-qualification criterion		
5	Attested balance sheets, Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer. as per Pre-qualification criterion		
6	Equipment OEM's order reference as per Pre-qualification criterion		
7	List of clients to whom service/support provided		
8	Technical compliance and Acceptance of Commercial terms and conditions duly signed with stamp		
9	Non-Disclosure Agreement		
10	EMD		
11	Unpriced commercial offer as per Price format		
12	Reverse auction signed documents		

Note: Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents



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7. BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for this tender:

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 shall finalize the Rates for the SAP Hardware refresh and migration 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

- BHEL Tender Enq. no BHEL/EDN/DTG/SAPHW/2021 dated --/--/2021.
- 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

- Price bids of all techno-commercially qualified bidders shall be opened.
- Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- 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.
- Bidders by offering a minimum bid decrement or the multiples thereof can displace



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- 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/**



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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).



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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 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.



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- 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



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8. CONTRACTOR'S OBLIGATIONS

- 8.1 Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.
- 8.2 Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
- 8.3 Contractor shall ensure that the employees deployed (No child labor) in the premises of BHEL are physically and mentally fit and do not have any criminal records. (Police verification of Antecedents is preferred). Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 8.4 Contractor shall maintain appropriate records of his employees deployed to carry out the job.
- 8.5 Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership form/company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 8.6 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 8.7 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
- 8.8 Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 8.9 Contractor shall ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. The contractor shall be responsible for enforcing all safety regulations as applicable on his workmen and shall strictly ensure wearing of safety equipment by them inside the factory. Notwithstanding that BHEL may provide hand gloves & consumables, material handling equipment etc. wherever required, the contractor shall be responsible for their wearing of the safety equipment's/gadgets.



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- 8.10 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment's, if any from the establishment of BHEL.
- 8.11 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.



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9. CONTRACTOR'S STATUTORY LIABILITY

- 9.1 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, The Central Goods and Services Tax Act 2017 and amendments thereof and all other applicable Acts and rules shall be complied with by the contractor.
- 9.2 Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 9.3 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 9.4 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 9.5 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 9.6 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 9.7 Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 9.8 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 9.9 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.
- 9.10 The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 9.11 The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or



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of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.

- 9.12 Contractor may obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 9.13 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor shall also indicate ESI No & PF No. in the techno-commercial bid.**
- 9.14 Payment of bonus under the payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor.
- 9.15 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 9.16 Contractor shall obtain license under CL (R&A) Act, 1970/any amendments, if applicable.



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CONFIDENTIALITY AND 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 SAP Hardware refresh and OS/DB migration** 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:

- i. 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



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(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.

- ii. 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
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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
- vii. 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.
- viii. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.



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- ix. 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
- x. 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.
- xi. 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 agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
- xii. This obligation of confidence shall continue after the conclusion of the contract also.
- xiii. 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 byon behalf of aforesaid vendor with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Datedof2021

.....

Signature

Seal

Between “-----” And

BHARAT HEAVY ELECTRICALS LIMITED



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Reference: BHEL/EDN/DTG/SAPHW/2021

PRICE BID FORMAT

SAP Hardware								
S. No.	Particulars-components for One Time Charges	Qty p	Unit	unit price q	Total r=p*q	Tax %age s	Tax value t=r*s	Total includes Tax u=r+t
A.1		0	Nos					
A.2		0	Nos					
A.3		0	Nos					
SubTotal								
Outright Price								
Particulars-Components for financial lease								
B.1			Nos					
B.2			Nos					
B.3			Nos					
B.4			Nos					
B.5			Nos					
B.6			Nos					
B.7			Nos					
B.8			Nos					
B.9			Nos					
B.10			Nos					
B.11			Nos					
B.12			Nos					
SubTotal								
	Maintenance & Support (Payable Quarterly over lease period)			Year_1	Year_2	Year_3	Year_4	Year_5
C.1	Hardware Maintenance Charges - Value							
C.2	System Support & Maintenance Charges - Value							
	Sub Total							
Applicable Tax Rate :								



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D PTPQ Factor							
E	Break-up : Quarterly Payments						
	Quarter Nos			One Time charges (Payable on Upgrade & Migration completion)	Lease Rental (PTPQ Factor applied on Leased Components)	Maintenance Charges	Total
	Q0						
	Q1						
	Q2						
	Q3						
	Q4						
	Q5						
	Q6						
	Q7						
	Q8						
	Q9						
	Q10						
	Q11						
	Q12						
	Q13						
	Q14						
	Q15						
	Q16						
	Q17						
	Q18						
	Q19						
	Q20						
	Total						

Applicable Tax Rate :



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AUTHORIZATION & BACK TO BACK SUPPORT BY OEM

Date: _____

To,

BHEL, Electronics Division, Mysore Road, Bangalore - 560026

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:

2 _____

3 _____

4 _____

5

In case of any default by the Authorized 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.



Bharat Heavy Electricals Limited

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Mysore Road, Bangalore – 560 026

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DEVIATION IN TECHNICAL SPECIFICATION

Table No.	Sl. No	Item or Parameter	Specification	Deviation	Alternate solution

Date:
Seal

—

Bidder's Signature with



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Reference: BHEL/EDN/DTG/SAPHW/2021

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 deviation from the requirement of BHEL EDN , Bengaluru given vide the Technical Specification (Requirement).

Date: _

Bidder's Signature with Seal



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Reference: BHEL/EDN/DTG/SAPHW/2021

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 / transferring 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 responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx