

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI

CAPITAL PURCHASE

Annexure-A

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE INDIGENOUS VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIAN VENDORS

Sl. No.	DESCRIPTION
1.	❖ The Bidders shall submit their offer through E-Procurement website only www.bhel.abcpurchase.com. ❖ <u>Part I - Technical and Commercial Bid</u>: This should contain all the copies of technical bid together with un-priced commercial bid. ❖ <u>Part II - Price Bid</u>: This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. Offers will be accepted & received till 14.00 Hr. on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered. Bidders are requested to refer to attached “DSC Guidelines” & “e Proc Vendor Communication” for submission of tender through EPS. Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered. In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation.
2.	<u>OPENING OF TENDERS:</u> The Part I - Technical & commercial bid alone would be opened on the Tender opening date through EPS. The Part II - Price bid of technically suitable Bidders alone would be opened through EPS. The Technically Suitable Bidders would be informed about the Price Bid opening date through e-mail / EPS. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price bid.
3.	<u>Taxes and Duties</u> All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, TAN: CHEB03560E, Service Tax Registration No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.
4.	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> 20% of the tendered quantity is earmarked for MSE suppliers in this tender. - Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. - In case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. - MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure - C) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.

No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"		Vendor's confirmation
5.	Validity: Validity of the offer should be 120 days from the date of tender opening.	
6.	Release of Purchase Order: a. Purchase Orders will be released on the Single package basis to successful L-1 vendor.	
7.	Payment Terms: 100% quarterly payment will be made at the end of each quarter within 30 days from date of submission of invoices and certification by user dept. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.	
	<i>Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.</i>	
8.	Liquidated Damages (LD): If the vendor fails to deliver the software license within the delivery period, a penalty @ 0.5% per week or part of the week (subject to a maximum of 10% of PO value) will be recovered. <i>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. Bidder should indicate the LD mode (single delivery or staggered delivery) on the confirmation column, otherwise single delivery date will be considered for further evaluation.</i>	
9.	Risk Purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
10.	Delivery Terms and evaluation process: Indian Bidders should submit their offer for FOR- BHEL basis. Packing & Forwarding and Freight & Insurance charges from works to respective BHEL unit, to be indicated separately if extra from basic rate. Applicable % of GST, GSTIN & HSN Code should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)	
11.	Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the software or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Also, PBG has to be submitted which shall cover the guarantee period (with additional 3 months as claim period). <u>Offers from vendors not accepting the requested guarantee period will be rejected.</u>	
12.	Inspection & Testing: All software shall be subject to inspection by BHEL and acceptance of the software will be carried after installation of the software at BHEL.	
13.	Test certificates / Operating and Maintenance manuals : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	
14.	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.	
15.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
16.	If offers are received from both OEM/ Manufacturer and authorized Dealer or Agent, then offer submitted by OEM/ Manufacturer will only be considered, offer of Dealer or Agent will be ignored.	
17.	ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	

18.	➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used. ➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing. ➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units. ➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ➤ The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost ➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.		
19.	Company Details & Contact		
	Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)		
	Company Email ID:	Phone No.:	
	Fax No	Pan No with copy	
	GST No with copy	HSN Code	
	Name of the contact person:	SAC Code	
	e-mail ID	Mobile No.	
20.	TO BE CONFIRMED BY VENDOR		
	Country of origin:		
	Station of dispatch / Port Of Shipment		
	Delivery Terms: FOR Destination basis		
	Packing & Forwarding Charges in % or Lump sum, if extra from basic rate		
	% of GST		
	(If applicable only) Installation & Commissioning charge is inclusive (or) exclusive on basic rate.		
	% of GST for Installation & Commissioning charge		
	Freight & Transit insurance charges (if any, in Lumpsum (or) percentage) from Dispatching station to BHEL.		
21.	DELIVERY SCHEDULE: Supply Portion: Delivery schedule from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for receiving goods at BHEL etc.) Time period required for Installation / Erection & Commissioning from date of site clearance given by BHEL.		
22.	Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:		
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail < shrivastava@bhel.in >			

NOTE:-

- a) Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"**

Declaration:-

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

Certificate by Chartered Accountant

This is to Certify that M/s., hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, Entrepreneur Memorandum No (Part - II) dtd:....., Category :.....(Micro / Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs..... Lacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

GST INFORMATION

For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number and related details are to be submitted as per following format along with Technical-Commercial Bid (Part-1) for further consideration of their offer:

Sl. No.	Vendor code	Vendor Name	Material Group	Updated Phone No.	Updated E-mail Id, if any	PAN of the Business (along with copy of PAN Card)	GSTIN No. along with Screen shot of the GST website displaying your GSTIN Number	HSN Code	SAC Code

If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

2. Supplier shall mention their GSTIN registration number in all their invoices and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal and all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

5. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/ recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/ contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

BHEL : Tiruchy - 14
Terms and Conditions for AMC of
IBM P7-780 servers and all other accessories supplied as available in Annexure- I A

Confirmation of Compliance to the Tender Requirements

1.0 Scope of work and Technical Terms and Conditions

AMC for the existing IBM P7-780 Unix server infrastructure running SAP-ERP systems installed at BHEL, Trichy (Primary and Secondary sites) and all other accessories.

Refer Annexure-I A for detailed BOM

Existing setup for which AMC is required

IBM P7-780 Servers have been installed at two locations in our campus (Primary site at ICT and Secondary site at Building 2&4 located ~500M away from primary site) for business continuity. These Servers are running Business critical ERP applications, Database servers and Engineering applications and providing 24x7 hours service to internal and external customers. Both the sites were connected through dedicated Optic fibre cable laid between sites in two routes (~1500M) for business continuity cluster services and synchronous data replication.

The 5 year lease rental contract of IBM P7-780 Servers, Storage, Backup devices, Network Switches and other infrastructures like Precision AC units and Biometric devices expired on 31-12-2016. Subsequently, AMC was entered into for 2 years and is expiring on 31-12-2018. It is proposed to enter into AMC for these server infrastructures for one more year (from 01.01.2019 to 31.12.2019) after the expiry of existing AMC contract. The PO for AMC will be placed immediately and to be accepted by vendor. AMC will start from 01-01-2019

2.0 ELIGIBILITY CRITERIA FOR BIDDERS

Bidder can be either (1) the OEM of server and storage i.e. M/s IBM, or (2) any vendor authorized by M/s IBM to quote for this tender.

The following eligibility criteria do not apply to OEM, if OEM is the bidder.

For others, following are the pre-qualification criteria to bid for this AMC contract. Bidder should provide required proofs to demonstrate their qualifications.

- 2.1 Bidder should be a company/firm, registered/incorporated in India. Certification of incorporation is to be submitted.
- 2.2 Bidder should be authorized by OEM to quote for this AMC tender.
- 2.3 Bidder should have experience in maintaining data centres with enterprise servers and storage. At least 1 order copy for Maintenance Services for similar data centres are to be submitted with customer contact details for verification.
- 2.4 Bidder should be a financially sound entity. Certified/ Audited balance Sheets for last 3 years should be submitted.
- 2.5 Bidder should not have been involved in any bankruptcy Issues. Bidder should give a declaration to this effect.
- 2.6 Bidder should not be under Hold or Blacklisted by any of BHEL units as on bid opening date, for any of product or service related to IT. Bidder should give a declaration to this effect.

Note:

1. Certificates and evidences should be provided as a proof for all the above mentioned eligibility criteria.
2. If Bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.

3.0 Following is the minimum service requirement from vendors during AMC period.

- 3.1.** Bidder shall quote for comprehensive AMC for all items listed in **Annexure-I A**. The AMC is for a period of one year for the equipment as in **Annexure-I A** and the AMC charges shall include the following:

AMC period : 01-01-2019 to 31-12-2019

- a) Maintenance charges for hardware, software and other equipment supplied along with the hardware for entire AMC period including the cost of resident engineers posted at site.
 - b) All applicable taxes. The applicable taxes and their values shall be clearly indicated in the quote (Price format Annexure-I B). Any subsequent variation during the contract period will be on BHEL's account.
- 3.2.** The vendor shall furnish document proof to confirm back to back support entered with OEM (M/s IBM) for hardware and Software (Software Maintenance Agreement) and authority to book calls and order for spares directly with OEM by resident engineer. It shall be confirmed by OEM that the support level during AMC period shall be same or more as in lease rental period.
- 3.3.** The vendor shall furnish document proof to confirm back to back support entered with other OEMs for Switches, Precision Air conditioners.
- 3.4.** The AMC value is firm for the entire AMC period. However BHEL reserves the right to terminate AMC at any quarter after 6 months of AMC period with one month advance notice period without any cost implication to BHEL. In case the vendor terminates the AMC contract or refuses to continue AMC before the end of the contract period, BHEL reserves the right to claim damages for the remaining period. The value of the claim will be restricted to the contract value.

3.5. Service Level Agreement (SLA)

- 3.5.1** The vendor shall carryout proper maintenance of the existing hardware and software for 24x7 hours so as to ensure and provide a minimum of 99% uptime (Preventive Maintenance will be counted as downtime) on a monthly basis assuming a 24-hour working day. This figure has to be guaranteed and in the event of the system not performing to the guaranteed level, pro-rata reduction will be made in AMC charges to be paid to vendor. The vendor is to note that, in case of breakdown of any critical equipment, the pro-rata cut will also apply to all other hardware and peripherals affected by the breakdown. For uptime below 99% the pro rata-cut will be based on current AMC charges.
- 3.5.2** As the equipment will be used for running mission critical ERP applications the vendor shall provide an uptime of 99% on all hardware & software products on monthly basis.
- 3.5.3** If the availability of systems, or part thereof, is below 95% continuously over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication to BHEL.
- 3.5.4** Sufficient stock of critical spares shall be maintained at the primary and secondary sites at all times to ensure the uptime.

3.6. Penalty for SLA Non-Conformance:

At the end of each quarter, downtime will be calculated for all the hardware and software. Downtime will be calculated based on uptime on monthly basis. The deductions will be made as per the following formula:

Deduction (D) = (downtime in minutes (d) X maintenance charge per minute (r) X multiplication factor (f))

Where Multiplication Factor is given below

For Uptime > 99.00 Multiplication Factor is 0.00

For Uptime between 98.00 and 99.00, Multiplication Factor is 2.00

For Uptime between 97.00 and 98.00, Multiplication Factor is 5.00

For Uptime between 96.00 and 97.00, Multiplication Factor is 8.00

For Uptime between 95.00 and 96.00, Multiplication Factor is 12.00

For Uptime below 95.00, Multiplication Factor is 15.00

The downtime will be recorded at Purchase order item level. Even in case of failure of a component in an item, the deduction will apply to the whole item. If the failure of an item results in of major service outage, then the deduction will apply to all items affected by the failure. However total deduction towards penalty shall not exceed 10% of PO value.

3.7. On-Site Engineers

- 3.7.1. At least one qualified on-site engineer in the respective Server and Storage Management from OEM with experience on such UNIX servers, storage and backup solutions shall be posted.
- 3.7.2. The OEM engineer shall do health monitoring, performance monitoring, capacity monitoring & critical parameter monitoring of the servers on daily basis. He shall also do diagnostics, fault checking, hardware & software troubleshooting, call logging, spares replacement and also carry out regular backup of the data and critical system files. He shall also be responsible for ensuring uptime of all other items maintained as part of this order like Precision AC, Biometric access control system, SAN, LAN switches etc
- 3.7.3. The Vendor shall also post on-site engineers to run the Computer systems during round-the-clock 3-shift operations of both the Primary and the Secondary site. Three Engineers are required for each site to support the three shift operations. These engineers shall be at least Diploma holders in Computer Science/Communications with one year experience
- 3.7.4. Vendor shall arrange for boarding, lodging and logistics of onsite engineers / operations engineers.
- 3.7.5. If the OEM engineer posted goes on leave for more than a day with permission from BHEL, then another equivalent engineer shall be posted till he returns back.
- 3.7.6. If a change of On-site OEM Engineer is requested by BHEL, citing reasons, the vendor shall arrange a replacement for the engineer within 02 (Two) weeks having the same or higher competence level.

3.8. Support shall include the following

- 3.8.1. Monitoring, logging and reporting the Performance and operations of the Servers, storages and the back-up system on 24x7 basis on Daily/ Weekly/ Monthly as required by BHEL in the specified format.
- 3.8.2. Periodic health checks of the systems using diagnostic tools and implementing proactive rectification measures.
- 3.8.3. Troubleshooting Servers, OS, SAN and backup related issues.
- 3.8.4. Analyzing and reporting all system related issues.
- 3.8.5. Managing users, roles and passwords of all the relevant subsystems of Servers, OS, Storage etc.
- 3.8.6. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work.

- 3.8.7. The spare components offered must be capable of using existing tapes and media used with the present system.
- 3.8.8. All incidents must be documented and logged as per the format mutually agreed upon.
- 3.8.9. 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 Personnel.
- 3.8.10. Server Administration Functions include following activities in consultation with BHEL Personnel.
 - 3.8.10.1. Operating System administration and tuning.
 - 3.8.10.2. Microcode updates and firmware upgrades.
 - 3.8.10.3. OS and software Re-installation in the event of system crash/failures
 - 3.8.10.4. Configuring file systems, volumes and apportioning disk space.
 - 3.8.10.5. Ensure proper configuration of server parameters.
 - 3.8.10.6. Periodic System performance tuning for optimizing the SAP performance.
 - 3.8.10.7. Addition, deletion, re-configuration of devices, additional users and printers etc.
 - 3.8.10.8. Implementing security patches on servers at all levels.
 - 3.8.10.9. Orderly start-up and shutdown of servers as per laid down procedures.
 - 3.8.10.10. Security management – Configuring account policy, access rights, password control as per BHEL's security policy.
 - 3.8.10.11. Scheduling and optimizing all critical services run on the hardware.
 - 3.8.10.12. Maintain lists of all system files, root directories and volumes.
 - 3.8.10.13. Resolving all server related problems.
 - 3.8.10.14. Escalating unresolved problems to ensure resolution as per the agreed SLA.

3.9. Storage Administration

- 3.9.1. Management of storage environment to maintain performance at optimum levels
- 3.9.2. Regular backups of Storage software.
- 3.9.3. Management of the storage solution including, but not limited to, management of space, volume, RAID configuration, configuration and management of disk array, SAN fabric / switches, tape library etc. as per mutually agreed storage management policy.

3.10. Backup and Restore

- 3.10.1. 24x7 support for file and volume restoration requests.
- 3.10.2. Must take regular Backup of operating system, database and application as per stipulated policies and time schedule.
- 3.10.3. Must conduct periodic restore operations of backed up data.
- 3.10.4. Regular maintenance of all the media and the backup / storage devices.

3.11. The offline support shall have:

- 3.11.1. 24x7 National telephonic support.
- 3.11.2. Access to raise technical assistance request at hardware vendors / supplier website.

4.0 Other Terms & Conditions

- 4.1** Bidder shall sign all the pages of the Tender document, eligibility criteria, other conditions, terms & conditions for the maintenance and all the supporting documents. Signing of the document means that Bidder has fully understood the Tender and complies, with all the requirements.
- 4.2** Quarterly AMC charges (after deducting pro-rata rent cut, in case of availability less than 99% on monthly basis) become payable at the end of each Quarter.
- 4.3** AMC payment will be made at the end of each quarter within 30 days from the issue of System Uptime Certificate issued by the end user. The System Uptime Certificate will be issued by the end user within 4 days from the date of submission of the invoice for the AMC charges.
- 4.4** Price Format **(Annexure-I B)**
- 4.5** No Deviation Certificate **(Annexure-I C)**
- 4.6** Non-Disclosure Agreement **(Annexure-I D)**

The above terms and conditions are accepted.

Place:

Date:

Signature of the Vendor with Seal

List of items to be covered under AMC

Sl.No	Description	Quantity
1	Unix Servers (including racks) IBM P7-780	2
2	Server Management System	2
3	SAN Storage (including racks)	2
4	Storage Management Software	2
5	SAN Switches	4
6	LAN switches	18
7	Tape Library TS3500 (Back-up Device)	2
8	Backup Management Software	2
9	NAS Servers (including racks) with Tape Library IBM TS3200 Express (Back-up Device)	2
10	Biometric Access Control Systems	2
11	Precision Air Conditioners	4
12	Maintenance of Fibre Optic cable laid between sites in two routes	1
13	OEM On-site Engineer (from IBM)	1
14	On-site Support Engineers from SI - 2 Engineers per shift x 3 shifts	6

Product Details

Item No.	Product Description	Machine Type	Model	Primary	Secondary	Total	Sl. No
1	Unix Servers (including racks) IBM P7-780	9179	MHB	1	1	2	0600E4R, 0600E3R
	Processor : 3.86/1.14 GHz TurboCore, 0/16 Core POWER7 with 16 DDR3 memory slots	4982		3	3	6	
	Memory: 0/64GB DDR3 memory (4x16 GB) DIMMS - 1066 MHz - POWER7 CoD Memory (Total 768 GB)	5601		12	12	24	
	Integrated 4 port 1GB Virtual Ethernet I/O ports	1803		3	3	6	
	GX++ 12X DDR Adapter, Dual-port	1808		4	4	8	
	146GB 15K RPM SFF SAS Disk Drive	1886		36	36	72	
	4-port 10/100/1000 Base-TX PCI Express Adapter	5717		18	18	36	
	8 Gigabit PCI Express Dual-port Fibre Channel Adapter	5735		14	14	28	

Item No.	Product Description	Machine Type	Model	Primary	Secondary	Total	Sl. No
	2-port 10/100/1000 Base-TX Ethernet PCI Express Adapter	5767		18	18	36	
	12X I/O Drawer PCIe, SFF Disk	5802		7	7	14	
	PCIe Dual-x4 SAS Adapter	5901		36	36	72	
	Multi-media Enclosure	7216	1U2	3	3	6	68HC094, 68HC097, 68HC093, 68HC091, 68HC095, 68HC096
	Rack Model T42	7014	T42	1	1	2	0680A9D, 0680AID,
	Intelligent PDU+, base option 1 EIA universal, UTG0247 Connector	5889		1	1	2	
	Intelligent PDU+, 1 EIA universal, UTG0247 Connector	7109		3	3	6	
	System Director X3550 m3 Xeon 6C E5645 2.4GHz, 4GB RAM (MS Windows Server 2008 R2 Std)	7944	52A	1	1	2	06LCA42, 06LCA39
2	Server Management System			1	1	2	
	HMC 1:7042-CR6 Rack-mounted Hardware Management Console	7042	CR6	1	1	2	064F42C, 064F52C
	IBM 7316-TF3 Rack-mounted Flat Panel Console kit	7316	TF3	1	1	2	102602P, 102633P
3	SAN Storage (including racks)			1	1	2	
	IBM Storwize V7000 Disk Controller Enclosure	2076	124	3	3	6	78N149P, 78N113B, 78N10RM, 78N10YY, 78N1481, 78N14BM
	300 GB 2.5 in. 10K HDD	3203		24	24	48	
	300 GB 2.5 in. SSD (E-MLC)	3504		30	30	60	
	IBM Storwize V7000 Disk Expansion Enclosure	2076	224	11	11	22	78N14X7, 78N13YF, 78N12RV, 78N1410, 78N13WH, 78N13WA, 78N12WC, 78N13GW, 78NJ3RK, 78N13Y2, 78N13YN, 78N12WB, 78N13ZB, 78N13T9, 78N12WK, 78N1417, 78NJ413, 78N13W5, 78N13W6, 78N13X8, 78N13XB, 78N13W4
	300 GB 2.5 in. 10K HDD	3203		264	264	528	

Item No.	Product Description	Machine Type	Model	Primary	Secondary	Total	Sl. No
	IBM System Storage Storage Engine	2145	CG8	8	8	16	75NBHKA, 75NBHPA, 75NBLOA, 75NBHTA, 75NBHNA, 75NBHAA, 75NBHRA, 75NBKOA, 75NBHWA, 75NBKWA, 75NBKXA, 75NBHXA, 75NBHYA, 75NBHHA, 75NBKYA, 75NBKZA
	Rack Model T42	7014	T42	2	2	4	0680C0D, 0680C6D, 068081D, 068092D
	Intelligent PDU+, base option 1 EIA universal, UTG0247 Connector	5889		2	2	4	
	Intelligent PDU+, 1 EIA universal, UTG0247 Connector	7109		6	6	12	
	Uninterruptible Power Supply - Single	8115		8	8	16	
4	Storage Management Software			1	1	2	
	System Storage SVC	5639	SSH	1	1	2	
	IBM System Storage SAN Volume Controller SW	5639	VC6	1	1	2	
	System Storage Productivity Center	2805	MC5	1	1	2	7513542, 7513314
5	SAN Switches						
	Cisco MDS 9506 Director	2054	E04	2	2	4	JAB1538N39U, JAB1538N38Y, JAB1538N38N, JAB1538N38C
	24 Port 8GB Switching module	2824		6	6	12	
	IBM TotalStorage Cabinet C36	2109	C36	1	1	2	100734B, 100727V
6	LAN switches						SSI15350DEA, SSI1539108M, SSI15470L3N, SSI15330T2S, SSI153916AJ, SSI15340BVT, SSI15470L4A, SSI15360EP8, SSI1534081E, SSI15330SXA, SSI15370QTZ, SSI153910EP
	Cisco Nexus N5K 48 Port			2	2	4	
	Cisco Nexus N5K 24 Port			2	2	4	
	Cisco Nexus Supervisor			2	2	4	
	Catalyst 2960S 24 10/10/1000T PoE + 4 SFP			2	2	4	FOC1606YOKX, FOC1606YOL6, FOC1606YOLB, FOC1606YOLH
	Catalyst 3560G 48 10/10/1000T PoE + 4 SFP			1	1	2	FOC1315W58L, FDO1426Y1HB

Item No.	Product Description	Machine Type	Model	Primary	Secondary	Total	Sl. No
7	Tape Library TS3500 (Back-up Device)	3584	L53	1	1	2	7825993, 7825992
	TS1050 Ultrium 5 Tape Drive	3588	F5A	8	8	16	
	TS3500 Tape Library Expansion	3584	D53	1	1	2	7847859, 7847862
8	Backup Management Software						
	Symantec Netbackup Enterpriser server 7 with all options			1	1		
9	NAS Servers (including racks)						
	Z2441-006 2*XEON ES620 2.4 GHz 32GB DDR3 @1066 RAM, 36x300GB SAS 15K RPM			1	1	2	FDR00600001, FDR00600002
	Double-Take for Linux RHEL5.0			1	1	2	
	Tape Library TS3200 Express (Back-up Device)	3573	L4U	1	1	2	78P5815, 78P5825
	Ultrium 5 Fibre Channel Drive	8244		2	2	4	
10	Biometric Access Control Systems			1	1	2	
	DAC02-IPW-V2 Two reader			1	1	2	
	Solus Access Controller Software			1	1	2	
11	Precision Air Conditioners						
	Emerson Network Power Libert (10t) with ICOM	PEX135 EC		2	2	4	11464135-EC83, 11484135-EC94, 11464135-EC84, 11484135-EC93,
12	Maintenance of Fibre Optic cable laid between sites in two routes			1		1	Distance between sites - ~ 500M
13	OEM On-site Engineer					1	From IBM
14	On-site Support Engineers from SI – 2 Engineers per shift x 3 shifts					6	From SI

List of Server partitions in Primary & Secondary site servers

Primary Site Server Partitions

Secondary site Servers Partitions

Partition No.	Partitions (for running ERP (SAP) applications)	HA Cluster		Partition No.	Partitions (for running ERP (SAP) applications)	HA Cluster
1	Partition 1	Yes		1	Partition 1	Yes
2	Partition 2			2	Partition 2	
3	Partition 3			3	Partition 3	
4	Partition 4			4	Partition 4	
5	Partition 5	Yes		5	Partition 5	Yes
6	Partition 6			6	Partition 6	
7	Partition 7			7	Partition 7	
8	Partition 8	Yes		8	Partition 8	Yes
9	Partition 9			9	Partition 9	
10	Partition 10	Yes		10	Partition 10	Yes
11	Partition 11	Yes		11	Partition 11	Yes
12	Partition 12			12	Partition 12	
13	Partition 13	Yes		13	Partition 13	Yes
14	Partition 14	Yes		14	Partition 14	Yes
15	Partition 15	Yes		15	Partition 15	Yes
16	Partition 16			16	Partition 16	

Extra Two partitions in each site are configured as Virtualisation(VIO) Server.

Legend:

	ERP Servers
	Oracle Servers
	Engineering Server

Price Format**Enq. No & Date:**

Sl.No	Description	Qty.	Quarterly AMC value in Rs.	Total AMC value for 1 year in Rs.
1	Unix Servers (including racks) IBM P7-780	2		
2	Server Management System	2		
3	SAN Storage (including racks)	2		
4	Storage Management Software	2		
5	SAN Switches	4		
6	LAN switches	18		
7	Tape Library TS3500 (Back-up Device)	2		
8	Backup Management Software	2		
9	NAS Servers (including racks), replication software (Double-Take for Linux RHEL5.0) with Tape Library IBM TS3200 Express (Back-up Device)	2		
10	Biometric Access Control Systems	2		
11	Precision Air Conditioners	4		
12	Maintenance of Fibre Optic cable laid between sites in two routes (~1500M)	1		
13	OEM On-site Engineer	1		
14	On-site Support Engineers from vendor - 2 Engineers per shift x 3 shifts	6		
	Total AMC Value			
	Applicable Taxes in % _____			
	Total AMC Value including Taxes			
	Total AMC Value including Taxes in Words:			

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender Enquiry No. _____
_____ **dated** _____. This is to expressly
certify that our offer contains **no deviation** either Technical or Commercial in either direct or indirect form.

Signed By:

Name : _____

Designation : _____

Organization : _____

Place & Date : _____

Phone/Fax/Mobile/Email : _____

Signature & Seal : _____

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

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

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name :

Company :

Signature :

[Restricted Use]