

Annexure-I

BHEL Tiruchirappalli – Digital Transformation Group
AMC Renewal of VMware Virtualization Solution Package

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1 PREAMBLE

Bharat Heavy Electricals Ltd. Tiruchirappalli proposes to renew AMC of VMware Virtualization Solution Package with M/s. VMware's Authorized vendors through OPEN Tendering process.

This proposal consists of the following:

1.1. Renewal of Subscription and Support Licenses of following products

Table 1 (Support agreement 420105994)

Item No	Product	No of Licenses
1	VMware vSphere Enterprise Plus	4 CPU
2	VMware vSphere Standard	2 CPU
3	VMware vCenter Server Foundation	1 Unit
4	VMware vCenter Server Standard	1 Unit
5	VMware Site Recovery Manager Standard	25 VM Pack

Table 2 (Support agreement 478855031)

Item No	Product	No of Licenses
1	VMware vSphere Enterprise Plus	4 CPU
2	VMware vCenter Server Standard	1 Unit
3	VMware Site Recovery Manager Standard	25 VM Pack

2 ELIGIBILITY CRITERIA FOR BIDDERS

The tender is open to bidders qualifying all of the following eligibility criteria. Bidder should provide required proofs to demonstrate their qualifications.

2.1. The bidder should be a company/firm registered/incorporated in India.

2.2. Bidder should enclose Authorization letter from M/s. VMware Software India Pvt. Ltd to participate in this tender.

2.3. The bidder should not be involved in any bankruptcy issues. The bidder should submit a declaration to this effect.

2.4 The bidder should have had a positive Net Worth in each of the last 3 financial years. Audited balance sheet and P&L account for the last 3 years should be submitted.

2.5. The bidder should not be under Hold or Blacklisted by any of the BHEL units as on the bid opening date, for any of the product or service related to IT.

Note:

- i. Certificates and evidences should be provided as proofs for all the above mentioned eligibility criteria.
- ii. If the bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.
- iii. BHEL reserves the right to accept or reject the proof submitted by bidder in case of any dispute.

3 SPECIAL INSTRUCTIONS TO THE BIDDER

3.1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.

3.2. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.

3.3. All updates / upgrades of the software shall be provided during the entire lease period at no extra cost. The bidder shall give commitment letter in this regard.

4 SCOPE OF WORK

4.1. Annual Maintenance contract (AMC) for Production Support Coverage of VMware products mentioned in Table 1 & 2. AMC to be renewed for these subscription licenses for one year (Starting from 08.12.2019 to 07.12.2020 for Table 1 Items and Starting from 14.12.2019 to 13.12.2020 for Table 2 Items). Existing Support contract details mentioned in Table 1 & 2.

5 SERVICE LEVEL AGREEMENT

5.1. Bidder shall be responsible for continuous supply of update / upgrade of the software supplied under the scope of this tender for the entire period of one year.

5.2. The bidder shall produce proof of agreement with OEM, for support of the software during the entire period of one year.

5.3. The prices to be quoted are firm and in Indian Rupees only.

5.4. Delivery Terms: within 3 weeks from the date of purchase order and FOR destination for the software license. The software will be electronically downloaded by BHEL from the web site of VMware.

5.5. Payment Terms: 100% payment will be made after 45 days from date of renewal of license and certification by end user.

5.6. Applicable taxes shall be indicated clearly in the offer. Any change in taxes like GST or introduction of any new applicable tax in future by the Government will be to BHEL's account on submission of documentary evidence by the vendor.

- 5.7. Penalty: 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.
- 5.8. Non-Disclosure Agreement (NDA) is to be signed and submitted as per Annexure II.
- 5.9. Bidder should submit Confirmation of Compliance sheet with required documents listed in Annexure III along with the bid.
- 5.10. "No Deviation Certificate" must be submitted as per the Annexure IV.
- 5.11. The bid, all correspondence and documents related to the bid shall be in English.

Annexure II

 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]

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Signature of the Bidder

Annexure III

Confirmation of Compliance to the Tender Requirement

Sl. No	Description	Accepted (Yes/No)	Remarks
1	The vendor has to deliver VMware support coverage license renewal certificate for software Update and Product Support with Part Number, Product Features and Quantity within 3 weeks from date of receipt of order. the vendor has also to provide a user guide in the form of soft copy for accessing and downloading upgrades, logging bugs, complaints etc.		
2	Assistance in installation/upgrade of ESXi servers in production servers of BHEL Trichy		
3	Telephonic, FAX, E-mail support (at least Monday to Friday, 08.00 to 16:30 Hrs.)		
4	Product maintenance in the form of free fixes and patches after proper testing (copy of fixes/patches in CD/DVD/Downloads to be provided)		
5	Product upgrade at no extra cost		
6	Knowledge sharing sessions on upgrades		
7	Credentials for 24 x 7 access to web portal		
8	In the event of the problem not being sorted by the above means and also for critical circumstances like Server crash, performance related issues etc., support engineer shall be deployed to BHEL Trichy for solution.		
9	Onsite support engineer deployed during critical circumstances shall be assisted by Technical consultancy group at the backend.		
10	Provide fixes/patches on the specific hardware platform.		
11	Work with BHEL Trichy system administrators to ensure that the associated hardware resources allocated to the servers perform optimally.		
12	Assistance for improvement and maintenance of the VM servers to include rollout and upgrades		
13	No Deviation certificate		
14	Non-Disclosure Agreement (NDA)		
15	Certificate from OEM (VMware) for this Tender		

Annexure IV

No Deviation Certificate

(To be given in bidder's letter head)

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/ E-Mail : _____

Signature with seal : _____