

BHARAT HEAVY ELECTRICALS LTD., R.C. PURAM,
HYDERABAD, A.P. – 502032
Purchase (CMM)
Admin Building, 4th Floor,
Telephone no.: (040) 23185127, Email: kprabhakar@bhelhyd.co.in

1. REQUEST FOR PROPOSAL

BRIEF SCOPE OF WORK

Bharat Heavy Electricals Ltd, R.C. Puram, Hyderabad (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria listed below. The tender is invited for the open tender on Lease basis for supply, installation & maintenance of **PCs, Printers, Software** etc. for a period of FIVE years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL & PRICE.

ITEM DETAILS

SI No	Item Spec No	Item Name	Item Qty
1	PC-01	General PC	766
2	PC-02	PC for engineering	291
3	PR-01	A4 Mono General Printer	100
4	PR-02	A3 Mono Printer	10
5	PR-03	A4 Colour Printer	15
6	PR-04	A3 Colour Printer	10
7	SW-01	Adobe Acrobat	40

QUALIFICATION CRITERIA

1. Bidder shall be either OEM / System Integrators / Authorised Dealers of OEMs. Bidders other than OEMs must obtain and submit authorization letter mentioning BHEL's tender reference number i.e. HYD/PUR/CMM/PCs & Peripherals/N5/12 from OEM specifically for this tender only. For this tender, definition of OEM means manufacturer of **Group I or Group II equipments only**.
 - a. Group I – PC's
 - b. Group II – Printers
 - c. Group III – Software

2. Bidder shall have at least Rs.25 Crores turnover in last three consecutive financial years. A copy of the audited Balance Sheet & Profit & Loss Account shall be submitted as proof in this regard.
3. Bidder shall have registered offices in India and service centres at Hyderabad.
4. Bidder must have executed at least one or more single order for supply of PCs & Peripherals of the value not less than 1Crore (each order) in the last 3 years.

2. GENERAL INSTRUCTIONS FOR THE BIDDERS

2.1 The tender document can be downloaded from BHEL website (<http://www.bhel.com>). The tender fee of Rs.5,000/- in the form of a Demand Draft in favour of “Bharat Heavy Electricals Limited” payable at Hyderabad shall have to be deposited along with tender documents (techno commercial bid).

2.2 Earnest Money Deposit (EMD) for the tender is Rs.15,00,000/- (Rupees Fifteen Lakhs only). The EMD will be released after the date of successful installation of equipment by Bidder and acceptance by BHEL. The EMD for Rs.15,00,000/- in the form of a Demand Draft taken in favour of “Bharat Heavy Electricals Limited” payable at Hyderabad shall be submitted along with the tender (techno commercial bid).

2.3 EMD will be returned to unsuccessful bidder on their request after placement of order to L1 vendor.

2.4 Tender Fee and EMD are to be submitted through separate Demand drafts.

3.0 INSTRUCTIONS & GUIDELINES TO BIDDERS

3.1 INTRODUCTION

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

3.2 OPEN TENDER UNDER LEASING SCHEME

Lease Period for this tender shall be FIVE years and the Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair / replacement of parts

during the lease period, insurance and any other incidental charges. Posting of qualified resident engineers with requisite office staff and maintenance of spare systems as per **clause 4.4**. Sufficient spares at site to be maintained to minimize the downtime as per **clause 4.11**. The taxes like Lease Tax / Right-To-Use (RTU) Tax / Service Tax etc. will be payable extra as per actuals.

Lease Period of Five years shall start from the date of successful installation of equipment by Bidder and acceptance by BHEL. Bidder shall be responsible for comprehensive on-site maintenance of the supplied equipment & services during the entire lease period.

3.3 TENDERER TO INFORM HIMSELF FULLY:

3.3.1 The bidder shall closely pursue 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.

3.3.2 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.

3.4 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

3.4.1 Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

PART-I : TENDER FEE, EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- 1) Tender Fee in the form of Bank Draft of Rs.5,000/- (Rupees Five Thousand only) in favour of "Bharat Heavy Electricals Limited" payable at Hyderabad in case the tender documents have been downloaded from the website. In the absence of submission of tender Fee, the offer will be summarily rejected.
- 2) EMD in the form of Bank Draft of Rs.15,00,000/- (Rupees Fifteen Lakhs only) in favour of "Bharat Heavy Electricals Limited" payable at Hyderabad. In the absence of submission of EMD, the offer will be summarily rejected.

3) Bounded volume, with numbered pages, of:

- i. Technical offer / details including literature/leaflets. The bidder can offer only as per technical specifications of the equipments. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed Bidders and meeting qualification criterion will be opened.
- ii. Authorization by OEM's as per enclosed format.
- iii. No Deviation Certificate as per enclosed format.
- iv. PRICE BID (Unpriced Copy) as per enclosed format.

PART-II : PRICE BID

Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable taxes clearly in the price bid formats. The changes in the tax rates will be applicable as per actuals, subject to documentary evidence during the complete lease period.

Price Bid should not contain any technical details and / or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

3.5 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

PART-I :

- 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. "TENDER FEE, EMD & TECHNO-COMMERCIAL BID".**

PART II :

- 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. "PRICE BID" as per enclosed Format.**

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted / considered.

3.6 BID SUBMISSION

3.6.1 Bids shall be addressed to the following official inviting Bids by name and designation.

Sr. Manager/SDC & Co. Ordination,
Vendor Complex
Bharat Heavy Electricals Limited,
R.C. PURAM, HYDERABAD, A.P. 502032

Bids shall be dropped in person in the **“Tender Box” located at Vendor Cell, Vendor Complex, Administrative Building, BHEL Hyderabad plant up to 11:00 Hrs of Due Date only.**

- 3.6.2 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 11.00 AM of the due date. Any proposal received by BHEL after due date and time shall be summarily rejected and returned unopened bids to bidder.

3.7 BID OPENING

- 3.7.1 PART-I (Tender Fee, EMD and Techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently.
- 3.7.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 3.7.3 BHEL reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 3.7.4 Not more than two representatives will be permitted to be present for the tender opening. Identity must be carried along with representative for attending bid opening.
- 3.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 3.7.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 3.7.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 3.7.8 Literature, Pamphlets other than what is specified need not be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 3.7.9 Manufacturer's Name, Trade Mark or Patent No., if any, should be specified.
- 3.7.10 BHEL reserves the right to negotiate, if required.

3.8 VALIDITY OF OFFER

Offer shall be kept valid for FOUR months from the due date of Tender opening (Part-I) for BHEL's acceptance.

3.9 DEVIATIONS

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a “No Deviation Certificate” in Part-I of the offer as per sample enclosed.

Technical & Commercial - No deviation is acceptable.

3.10 LANGUAGE & CORRECTIONS

- 3.10.1 The bidder shall quote in English language and the rates in international numerals only. The metric system of units shall be used, for the purpose of tender.
- 3.10.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in **BLUE / BLACK INK** only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 3.10.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- 3.10.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

3.11 REJECTION OF BID AND OTHER CONDITIONS

- 3.11.1 The Laser Printers (PR-01, PR-02, PR-03 & PR-04) shall be of same OEM. No mix and match is allowed.
- 3.11.2 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 3.11.3 If required, BHEL is entitled to ask for any equipment (covered under Group I and Group II only) for sample evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL. Upon completion of such evaluation, BHEL shall return the equipment to the bidder.
- 3.11.4 Equipment offered must have **current certifications** as detailed in relevant sections. Future expectations of certification, conditional certifications,

variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.

3.11.5 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

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

Any clarification pertaining to this tender enquiry must be submitted in writing to the undersigned. The reply to the same will also be made available from the undersigned. BHEL will not entertain or respond to bidders' queries received after tender opening.

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 BHEL website (<http://www.bhel.com>) in Tender Notification section under the original tender enquiry number.

3.11.7 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.

3.11.8 BHEL reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the bids.
- b) to increase or decrease the quantities.

3.11.10 Late bids are liable to be rejected.

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

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

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

3.11.14 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

3.12 TENDER EVALUATION

- 3.12.1 Totals / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 3.12.2 Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 3.12.3 Prices of optional items, if any, shall not be considered for Price evaluation and comparison, unless stated otherwise. The Lease Tax / RTU Tax / Service Tax etc. shall be extra at actuals and will be considered for price evaluation and comparison.
- 3.12.4 BHEL will claim depreciation as per provisions of the Income Tax Act.
- 3.12.5 After evaluation of Techno-Commercial bids, Technically qualified bidders shall participate in Reverse Auction to select the "L1" bidder.
- 3.12.6 The evaluation will be on the basis of total cash outflow for 5 years / total Lease or order value for all the items having specification numbers PC-01, PC-02, PR-01, PR-02, PR-03, PR-04 and Softwares having specification number SW-01.

4.0 COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS

4.1 GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

4.2 Expectations from Bidders

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

4.3 SUPPLY CONDITION

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

The Bidder has also to produce a certificate from his principal OEM for back-to-back support for the complete lease period for all items as per the enclosed format.

4.4 STANDBY SYSTEM and RESIDENT ENGINEERS

The spare systems shall be as given below :-

Sl. No	Item/Spec. No.	No. of Spare Systems
1.	PC-01	4
2.	PC-02	2
3.	PR-01	1

These spare systems are to meet exigencies during breakdowns and maintenance. The same will be handed over to BHEL at the end of lease period without any additional payment. As required successful bidder can bring in additional systems for day-to-day maintenance activities.

The successful bidder shall post a **minimum of 6 qualified Resident Engineers** for maintenance of equipment along with requisite office staff. As required, successful bidder can post additional resident engineers.

4.5 DELIVERY

Delivery (i.e. Supply and installation) period shall start from the date of placement of Letter order/Letter of Indent.

Item	Delivery Period
All items	10 weeks

4.6 RATES

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance 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, taxes like Lease Tax / VAT and Service Tax will be payable as per actuals.

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

4.7 AMC CHARGES :

The AMC charges of all equipment for the 6th and 7th year (after the Lease Period of 5 years) shall be quoted by all bidders and it is on the outright value of unit price.

If BHEL requires to extend the Annual Maintenance Contract with the vendor, then separate Letter Order will be placed after the payment of terminal charges, if any, to the vendor and obtaining ownership of the equipment by BHEL. Software will transfer to BHEL without any other payment. The percentage of AMC charge quoted will not be considered for evaluation of L1 offer in RA.

BHEL reserves the right to negotiate the L1 vendor for AMC charges after Reverse Auction for 6th and 7th year after Lease period.

4.8 PAYMENT TERMS

The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate after signing the Lease Agreement.

Bidder has to complete installation of all equipment at the locations identified by BHEL. Lease Period of Five years shall start from the date of successful installation of equipment by Bidder and acceptance by BHEL.

4.9 PENALTY FOR LATE DELIVERY

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total lease rent for entire lease period of all the equipments. This penalty will be deducted from the first quarter rental charges, in case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.

4.10 Downtime calculation for IT Equipment

Bidder shall be responsible for running the Equipments at the uptime of 98% per month.

The deduction for downtime will be calculated for the uptime below the minimum level for each equipment as mentioned below:

Downtime in	Deduction factor
0 to 2%	Zero
2 to 5%	1.00
>5 to 10%	1.25
Above 10%	1.50

Working calculation for deduction

Let downtime in a month = A hours
Downtime percentage
PC's & Peripherals = $A \times 100 / (8 \times 30) = B$
Deduction factor according to the table = D
Monthly equipment lease charges = Equipment Quarterly lease/3
= M Rupees
Amount of deduction = $M \times B \times D / 100$ Rupees

Note:

If the uptime for equipment/system falls below 95% continuously for 3 months, the system/ equipment shall have to be replaced by the Bidder, without any extra charge.

4.11 MAINTENANCE

Maintenance service shall cover services, repairs and replacements necessary to keep the equipments in good working order on reasonable use of the equipments during the lease period. Preventive maintenance, wherever required, should be carried out to keep the equipments in good working conditions. Maintenance shall include replacement of all plastic and rubber parts, Fuser Assembly, Maintenance Kits, CMOS Batteries, and Printer / Plotters heads, Printer trays etc. However it will not include inkjet cartridges, toner cartridges, ribbons and stationary only.

Sufficient stock of spares shall be maintained at site during contract period for proper timely maintenance of the PCs and Printers. Spares used shall be of same quality / brand as original part. All the maintenance spares are in the scope of supplier and will be at free of cost.

4.12 INDEMNITY

Bidder shall fully indemnify and keep indemnified BHEL 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 legality of the Software. However the Bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by BHEL and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws. In the event of any such claims being made against BHEL, BHEL will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

4.13 INSURANCE

Insurance for the complete Systems/Goods shall be arranged by the Bidder at his own risk and cost during transit, movement, storage and throughout the period of lease. BHEL, under any circumstances, will not be responsible for any loss / Physical damage / theft / damage of PCs and Printers due to power fluctuation or due to any reasons whatsoever. Bidder is responsible for supply of all these mentioned items to BHEL within a maximum period of 15 days only.

Evidence of insurance policy shall be submitted to BHEL. If the bidder fails to renew the policy before the expiry, BHEL may renew the insurance and adjust from the due lease rentals.

4.15 NON DISCLOSURE AGREEMENT

The successful bidder shall sign a Non Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System policies.

4.16 CONFIDENTIALITY

Bidder and its representatives shall undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

4.17 FORCE MAJEURE

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

4.18 RISK PURCHASE

BHEL shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Bidder, either the whole or part of the Systems/goods, which the Bidder has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Bidder would be liable to compensate BHEL for any loss, which BHEL may sustain by reason of such purchase.

4.19 PATENTS & TRADEMARKS

Bidder shall at all times indemnify BHEL against all claims which may be made in respect of the Systems/goods/Software supplied by the Bidder, for infringement of any right protected by patent, registration of designs or trade marks and legality of usage of Software. In the event of any such claims being made against BHEL, BHEL will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

4.20 SUB-CONTRACTING

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

4.21 TERMINATION OF THE ORDER/ LEASE AGREEMENT & ITS CONSEQUENCES

4.21.1 BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Bidder, at the risk and cost of the Bidder.

4.21.2 BHEL reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost to the Bidder and the Bidder shall be liable to BHEL for any excess costs thereof.

4.21.3 Bidder shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

4.21.4 BHEL reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory by BHEL.

4.21.5 Consequences: As soon as the lease agreement is cancelled / terminated by BHEL, no lease rent will be payable to the Bidder.

4.22 SETTLEMENT OF DISPUTES

4.22.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by BHEL, subject to written appeal by the Bidder to BHEL, whose decision shall be final to the parties hereto.

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

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

4.23 ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in Hyderabad.

4.24 ACCEPTANCE OF LETTER ORDER

Bidder's acceptance of the Letter Order is to be submitted within one week from the date of issue of Letter Order.

4.25 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 Bidder. The entire requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Bidder. 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.

4.26 TERMINAL PAYMENT

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

In case of termination or surrender of equipments by BHEL at the end of the lease period, Bidder will remove the equipment from BHEL's premises at his own risk and cost after due permission from BHEL.

4.27 LIMITATION OF LIABILITY

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

4.28 ETHICAL STANDARD

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BHEL

will reject a proposal for award if it finds out 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 BHEL of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, either it is the owner or has authorization from the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL may take.

4.29 INTEGRITY PACT

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment. The proforma for the Integrity Pact is attached separately and to be submitted by bidder on Non-Judicial stamp paper of value Rs.100/- duly signed and stamped.

The Independent External Monitor (IEM) for this case will be kept in the web site well before closing of tender due date.

4.30 OTHER CLAUSES

- a) Bidders must offer all the software, licenses and support for complete solution. All Licenses must be in the name of BHEL. Licenses must clearly mention their validity period and renewal policies.
- b) The bidder shall include and provide all other Hardware or Software items that are not explicitly mentioned herein but are required to full-fill the intended specifications.
- c) No item shall be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.

5.0 LEASE AGREEMENT

Successful bidder shall enter into lease rental agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.

6.0 BRIEF SCOPE OF WORK –TECHNICAL

The broad scope of work includes the following:

- a) Installation and configuration of all the hardware & software items supplied under this Contract.
- b) The supplier shall assign a qualified Project Manager having at least 5 years of experience to supervise the installation and deployment of all the items to the respective user location.
- c) Comprehensive maintenance of all the hardware and software for the entire contract period. For all hardware and software like OS, CALs, Backup Software, the supplier shall provide onsite support.
- d) The Resident Engineers posted at BHEL locations should have following minimum qualifications & experience:
 - 1) 3 years diploma in electronics / computers / hardware.
 - 2) At least 2 years experience in maintenance of PCs, Printers, etc
 - 3) Before posting engineers at BHEL locations, the supplier/service provider shall submit the CV of engineers to respective BHEL locations for vetting and acceptance.
- e) Support to users for installation, reinstallation, troubleshooting, Data copying and other problems / issues related to commonly used software like OS, email, MSOffice, Antivirus, Adobe Acrobat, Add-ons, upgrades should be provided by the Resident Engineer(s) during the contract period.
- f) PC vendor is solely responsible for installation of drivers for Printers, Plotters, Scanners etc., if any, supplied by other vendors also and installation and upgrades of Antivirus software (Antivirus software shall be supplied by BHEL). Virus Cleaning, Domain configuration and resolving all intra vendor conflict regarding successful operation of the PC with all required software and along with other peripherals.
- g) Dismantling, Assembling and Data transfer in case of shifting of systems from one user to another within premises should be provided by the Resident Engineer(s) during the contract period.

For installation, a brief scope of work is given as under. However, if any activity or component is required for the completeness or successful functioning of any item, the same shall also be part of the scope of supply and work.

7.1 Installation of PC/Workstation

- a) Inventory & Configuration verification against Ordered Specifications
 - b) Installation of OS
 - c) Partitioning (wherever required and asked for)
 - d) Installation of Software packages provided by BHEL (like Antivirus, MS Office XP/2007/2010, Adobe Acrobat, etc.)
 - e) Installation of latest OS Service Pack & security patches
 - f) Network Configuration
 - g) Printer Driver installation & configuration
 - h) Email Client configuration
 - i) Internet configuration
 - j) Data migration from old system to the new system
- Any other activities in consultation with BHEL.

7.2 Installation of Printers

- a) Inventory & Configuration verification against Ordered Specifications
- b) Perform power on self test
- c) Network Configuration
- d) Driver Installation on client machines
- e) Perform system & verification test

Any other activities in consultation with BHEL.

8.0 Documents (Two sets) to be submitted for claiming Quarterly Rental Charges:

A) In the First Quarter:

- Copy of Bipartite Lease Agreement
- Copy of Insurance valid for 1 year.
- Proof of Delivery / Installation Certificates signed by BHEL Coordinator.
- Original copy of Certificate signed by BHEL Coordinator certifying only non-availability figures for the quarter.
- Invoice.

B) All Subsequent Quarters:

- Original copy of Certificate signed by BHEL Coordinator certifying only non-availability figures for the quarter.
- Invoice.

C) Annually:

- Copy of Renewal of Insurance valid for the next one year.

9.0 CHECKLIST OF ENCLOSURES

Sl. No.	Annexure to be attached	Format attached as annexure	Whether attached or not (Yes/NO)
1	Authorization letter from OEMs of Group I ➤ PCs ➤ Including 5 years warranty support with back to back support from OEM (Letter to this effect to be attached).	Annexure I	
2	Authorization letter from OEMs of Group II ➤ Printers ➤ Including 5 years warranty support with back to back support from OEM (Letter to this effect to be attached)	Annexure I	
3	Annual Turnover Chart & copies of Audited Balance Sheets	Annexure II	
4	NO DEVIATION CERTIFICATE	Annexure III	
5	Copy of major orders received in last 3 years	Annexure IV	
6	Empty Price Bid format	Annexure V	
7	Integrity Pact (format is attached)		
8	EMD of Rs.15,00,000/- (Rupees Fifteen Lakhs) Enclosed		
9	Income Tax Clearance Certificate		
10	Certificate Of Incorporation Of OEM and Bidder for Group I & Group II items.		
11	Copy Of Purchase Orders Giving Proof of Lease Rental Orders		
12	Certifications proof (Ref. Technical Specifications)		

AUTHORIZATION BY OEM

Date: _____

To,
Sr. DGM (Purchase / CMM),
Bharat Heavy Electricals Limited,
Admin Building, 4th Floor,
R.C. PURAM, HYDERABAD, A.P. 502032

Subject: **Letter of Authority**

Tender Ref. No.: **dated** _____

Dear Sir,

We hereby authorize _____ who fulfills the requirements of the tender enquiry ref. no. _____ dated _____ to quote / negotiate and service the equipment as required in the above tender enquiry.

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

1. _____
2. _____
3. _____
4. _____
5. _____

The authorized agency would ensure reliable service during complete lease period of 5 years. In case of any default we would do alternative arrangement on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For _____

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

Annexure II

Annual Turnover Of Bidder

Sl.No.	Financial Year	Turnover (In Rs. Crores)
2	2008-2009	
3	2009-2010	
4	2010-2011	

(Authorized Signatory)

Name:

Designation:

Organization:

Stamp:

ANNEXURE III

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: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

ANNEXURE IV

**COPY OF MAJOR ORDERS RECEIVED IN LAST 3 YEARS
(2008-2009, 2009-2010, 2010-2011)**

Sl. No	Financial Year	Organisation Name	Type of Order (Leasing / Outright Sale)	Number of PCs & Peripherals	Order Value (Rs.)
1					
2					
3					
4					
5					
6					

(Authorized Signatory)

Name:

Designation:

Organization:

Stamp:

PCs and Peripherals Specification

Sl.No:1 – (Item Code: General PC (PC-01))

Type		General PC (PC-01)
S.No.	Description	Specifications
1	Make & Model	
2	Processor	Core-i5-2400 (3.1GHz, 6MB L3 cache) or higher.
3	Chipset	Intel Q67 or higher Intel Chipset.
4	RAM	8 GB dual channel DDR3 1066 MHz expandable to 16 GB.
5	HDD	500 GB SATA or higher 7200 rpm with Pre Failure Alert.
6	Optical Drive	16X or more DVD+/-RW SATA.
7	Monitor	19" TFT (OEM make) or more with Aspect ratio about 5:4 and min. resolution of 1280*1024 TCO 05 compliant. (DVI)
8	Graphics	Intel HD integrated Graphics Card (DVI), Discrete graphics support.
9	Keyboard	Minimum 104 keys (Same make as PC) USB Keyboard.
10	Mouse	2/3 Button USB Optical Scroll Mouse (Same make as PC).
11	Audio	Integrated Intel High Definition Audio, AC'97/20-bit audio with internal speakers.
12	Ethernet	Integrated (on-board)10/100/1000Mbps RJ45 port with WOL, PXE & ASF (Alert Standard Format) 2.0 OS independent software to monitor & analyse network connection.
13	Wireless Card	Wireless-N LAN Card (802.11gn), (Add on / On-board).
14	PCI Slots	Minimum 4 PCI-E slots.
15	Ports	Minimum 1 Serial, 2 USB (Ver 3.0) and 4 USB (Ver 2.0), DVI, Speaker, Microphone, Headphone.
16	Software	Windows 7 Professional 64 bit (with roll back to 32 bit) with latest service pack, Restore / Recovery CD & with OS media CD with each PC (in absence of OS Media CD OEM pack of OS to be supplied), a software to provide data recovery to restore user data, settings, applications and Operating System in the event of a software crash or virus infection. The latest system drivers should be available on OEM's website for the entire lease period.

17	Form Factor	Micro ATX Desktop / Small Form Factor (SFF).
18	Diagnostic Tool / Software	OEM's Diagnostic tool for hardware diagnostics.
19	Preloaded Management Software	Have preloaded client of management software having following features : 1. Remote software deployment 2. Remote patch deployment / management 3. Asset Tracking, Inventory Management (Software & Hardware) 4. Data and settings Migration tool 5. Out of band management supporting remote: Asset Tracking, Inventory Management, Power Control, Remote Diagnosis.
20	Security	Chassis intrusion lock using solenoid lock, Removable media boot control, Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, should give alert on management console and desktop on tampering the system. Should come with integrated Trusted Platform Module (TPM)1.2 Security Chip.
21	Certifications	OS Certification from Microsoft, Linux (Redhat / SuSe certification)
		For OEM : ISO 9001 (Latest version)
		ERTL / FCC - EMC class B
		Latest version of IEC-60950-1 / IS 13252 / UL-60950
		ACPI (Latest Version) compliant
		ROHS compliant
		Energy Star 5.0 compliant
22	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period

Sl.No:2 – (Item Code: PC for Engineering (PC-02))

Type		PC for Engineering (PC-02)
S.No.	Description	Specifications
1	Make & Model	
2	Processor	Core-i5-2400 (3.1GHz, 6MB L3 cache) or higher.
3	Chipset	Intel C206 or higher Intel Chipset
4	RAM	16 GB dual channel DDR3 SDRAM @ 1333 MHz .
5	HDD	500 GB SATA or higher (7200 rpm 6Gb/s with Pre Failure Alert)
6	Optical Drive	16X or more DVD+/-RW SATA.
7	Graphics Card	Professional 3D Graphics card (NVIDIA Quadro 600 or higher / AMD Firepro V4900 or higher) with 1GB RAM. (DVI)
8	Monitor	21" TFT (OEM make) or more with Aspect ratio about 5:4 and min. resolution of 1280*1024 TCO 05 compliant. (DVI)
9	Keyboard	Minimum 104 keys (Same make as PC) USB Keyboard.
10	Mouse	2/3 Button USB Optical Scroll Mouse (Same make as PC).
11	Audio	Integrated Intel High Definition Audio, AC'97/20-bit audio with internal speakers.
12	Ethernet	Integrated (on-board)10 / 100 / 1000Mbps RJ45 port with WOL, PXE & ASF (Alert Standard Format) 2.0 OS independent software to monitor & analyse network connection.
13	Wireless Card	Wireless-N LAN Card (802.11gn),(Add-on/On-board).
14	PCI Slots	Minimum 4 PCI-E slots.
15	Ports	Minimum 1 Serial, 2 USB (Ver 3.0) and 4 USB (Ver 2.0), DVI, Speaker, Microphone, Headphone.
16	Software	Windows 7 Professional 64bit (with roll back to 32 bit) with latest service pack, Restore / Recovery CD & with OS media CD with each PC (in absence of OS Media CD OEM pack of OS to be supplied), a software to provide data recovery to restore user data, settings, applications and Operating System in the event of a software crash or virus infection. The latest system drivers should be available on OEM's website for the entire lease period.
17	Form Factor	ATX Desktop.

18	Diagnostic Tool / Software	OEM's Diagnostic tool for hardware diagnostics.
19	Preloaded Management Software	Have preloaded client of management software having following features: 1. Remote software deployment 2. Remote patch deployment/management 3. Asset Tracking, Inventory Management (Software & Hardware) 4. Data and settings Migration tool 5. Out of band management supporting remote: Asset Tracking, Inventory Management, Power Control, Remote Diagnosis.
20	Security	Chassis intrusion lock using solenoid lock, Removable media boot control, Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, should give alert on management console and desktop on tampering the system. Should come with integrated Trusted Platform Module (TPM)1.2 Security Chip.
21	Certifications	OS Certification from Microsoft, Linux (Redhat/Suse certification)
		For OEM : ISO 9001 (Latest version)
		ERTL / FCC - EMC class B
		Latest version of IEC-60950-1 / IS 13252 / UL-60950
		ACPI (Latest Version) compliant
		ROHS compliant
		Energy Star 5.0 compliant
22	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.

Sl.No:3 – (Item Code: A4 Mono General Printer (PR-01))

Type		A4 Mono General Printer (PR-01)
S.No.	Description	Specifications
1	Make & Model	
2	Print Speed	33 ppm(A4, normal) or higher.
3	Duplex Printing	Required.
4	Connectivity	Ethernet LAN-10/100/1000.
5	Print Resolution	600 x 600 dpi or higher.
6	Media Size	A4, A5, letter, executive, legal.
7	Paper Trays	Two (2)
8	RAM	128MB or higher.
9	Duty Cycle	Minimum 50,000 Pages per month.
10	Print Language Support	PCL 5e, PCL 6, PostScript 3 / PostScript 3 Emulation with automatic language switching.
11	OS Compatibility	Windows XP, Vista, Windows 7
12	Management	The printer should be remotely manageable through a standard web browser.
13	Compliance	Energy Star compliant.
14	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.
15	Toner Cartridge	2 Nos. of Toner Cartridges

Sl.No:4 – (Item Code: A3 Mono Printer (PR-02))

Type		A3 Mono Printer (PR-02)
S.No.	Description	Specifications
1	Make & Model	
2	Print Speed	40 ppm (A4, normal), 20 ppm (A3, normal) or higher.
3	Duplex Printing	Required
4	Connectivity	Ethernet LAN-10/100/1000.
5	Print Resolution	600 x 600 dpi or higher.
6	Media Size	A3, A4, A5, letter, executive, legal.
8	Paper Trays	Three (3)
9	RAM	256MB or higher.
10	Duty Cycle	Minimum 2,75,000 Pages per month.
11	Print Language Support	PCL 5e, PCL 6, PostScript 3 / PostScript 3 Emulation.
12	OS Compatibility	Windows XP, Vista, Windows 7.
13	Management	The printer should be remotely manageable through a standard web browser.
14	Compliance	Energy Star compliant.
15	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.
16	Toner Cartridge	2 Nos. Toner Cartridges

Sl.No:5 – (Item Code: A4 Colour Printer (PR-03))

Type		A4 Colour Printer (PR-03)
S.No.	Description	Detailed Specifications
1	Make & Model	
2	Print Speed (Colour)	30 ppm (A4, normal)
3	Duplex Printing	Required
5	Connectivity	Ethernet LAN-10/100/1000.
6	Print Resolution	600 X 600 dpi or higher.
7	Media Size	A4, A5, letter, executive, legal.
8	Paper Trays	Two (2)
9	RAM	512MB RAM or higher.
10	Duty Cycle	Minimum 75,000 Pages per month.
11	Print Language Support	PCL 5e, PCL 5c, PCL 6, PostScript 3 / PostScript 3 Emulation with automatic language switching.
12	OS Compatibility	Windows XP, Vista, Windows 7
13	Management	The printer should be remotely manageable through a standard web browser.
14	Compliance	Energy Star compliant.
15	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.
16	Print Cartridges	2 Sets each set consisting of (1No - black, cyan, magenta, yellow)

Sl.No:6 – (Item Code: A3 Colour Printer (PR-04))

Type		A3 Colour Printer (PR-04)
S.No.	Description	Specifications
1	Make & Model	
2	Print Speed(Colour)	25 ppm (A4, normal) & 12 ppm (A3, normal) or higher.
3	Duplex Printing	Required
4	Connectivity	Ethernet LAN-10/100/1000.
6	Print Resolution	600 x 600 dpi or higher.
7	Media Size	A3, A4, A5, letter, executive, legal.
8	Media Type	Paper (plain, pre-printed, letterhead, pre-punched, bond, colour, card stock, rough, recycled), envelopes, transparencies, labels.
9	Paper Trays	Three (3)
10	RAM	1GB Memory or higher.
11	Duty Cycle	Minimum 1,00,000 Pages per month.
12	Print Language Support	PCL 5e, PCL 5c, PCL 6, PostScript 3 / PostScript 3 Emulation.
13	OS Compatibility	Windows XP, Vista, Windows 7.
14	Management	The printer should be remotely manageable through a standard web browser.
15	Compliance	Energy Star compliant.
16	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.
17	Print Cartridges	2 Sets each set consisting of (1No - black, cyan, magenta, yellow)

Sl.No:7 – (Item Code: Adobe Acrobat (SW-01))

Item Code	Product Description (SW-01)
Adobe Acrobat	Adobe Acrobat 10 Pro or Latest with 1 user License (with media).