



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**NOTICE INVITING TENDER**

1. Tender Reference : BHEL/ITS/PC/0910/01
2. Name of the work : Supply & Installation of Desktop PCs
3. Estimated Value of Contract : approx 6.0 Crores
4. Duration of Contract : **Five Years – Financial Lease**
5. Earnest money deposit : Rs. 2,00,000 (Rs. Two Lakhs only)
6. Last date and time for the receipt of completed tender : **30-Sep-2009 13:00**
7. Date and time for tender opening : **30-Sep-2009 13:00**
8. Place of submission of completed tender: To be dropped in the **CE-MM (Wednesday)** Tender Box kept in the Tender room near Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026.

This tender document contains Instructions to tenderers, Scope of work, Price schedule etc. as follows.

1. Scope of work and Instructions & Guidelines to tenderers - Annexure I
2. Qualification Criteria – Annexure II
3. Commercial Terms & Conditions – Annexure III
4. Technical Specifications & compliance Format - Annexure IV
5. Commercial Terms Compliance format – Annexure V
6. Price Bid format - Annexure VI

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



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**Annexure - I**

**1.1 Scope of Work:**

Supply and Installation of Desktop computers on Financial Lease basis as per technical specifications enclosed in annexure-III at BHEL, Electronics Division, Mysore Road, Bangalore 560 026 and Electronics Systems Division, Electronic City, Bangalore.

S No	Type	Specification No	Qty
1	Desktop Computer	EDN/522/0910/PC/01	800

Lease Period under the Leasing scheme shall be for FIVE years and the Quarterly Lease Rentals and Unit 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, deployment of resident service engineers, insurance and any other incidental charges. The all applicable taxes like Lease Tax/ Right-To-Use (RTU) Tax will be payable extra as per actuals. Lease Period shall start from the date of successful installation by vendor and acceptance by BHEL. Pro rata lease rental charges will be payable for the quarter in which installations & acceptance takes place as per terms & conditions. Vendor/Lessor shall be responsible for comprehensive on-site maintenance of the supplied equipments & services during the entire lease period. Payments shall be released on quarterly basis, as per Payment terms and other Commercial Terms & Conditions.

A mixture of about 400 nos of Desktop computers of P-IV or lower configuration systems will be offered on exchange basis and in as is where is basis. The net value of lease rental rates and unit price of new systems shall be quoted considering the exchange value of these existing machines at BHEL/EDN

**1.2 INSTRUCTIONS & GUIDELINES TO BIDDERS:**

**1.2.1 TENDERER TO INFORM HIMSELF FULLY:**

The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

**1.2.2 Expectations from Vendor/Lessors**

Vendor/Lessor is required to give a total solution & services as per specifications enclosed. The full working of all Desktop Personal Computers and Services is the responsibility of the



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Vendor/Lessor. In case any extra item is required for complete functioning of the system, the same must be quoted.

**1.2.3 SUBMISSION & OPENING OF BIDS**

**1.2.3.1.** The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.

**1.2.3.2. PART-I : EMD & TECHNO-COMMERCIAL BID**

This part shall consist of the following :

- a) EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection.
- b) Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipments.
- c) Authorization letters from OEM's
- d) Certificates enlisted in technical specifications
- e) Technical Compliance Statement as per enclosed format only.
- f) Commercial terms compliance statement as per enclosed format only.
- g) Unpriced copy of price bid as per enclosed format only.

**1.2.3.4.** The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. **The technical & commercial bid should not include prices.**

**1.2.3.5. 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. Vendor has to give details of Duties and Taxes, so that in case of any change new lease rates can be calculated.

**1.2.3.6. 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).

**1.2.3.7.** BHEL reserves the right to resort to **Reverse Auction** procedure to decide the lowest price bid among techno-commercially cleared bids. Incase BHEL does not resort to Reverse Auction, the price bids submitted shall only be opened as per BHEL's standard practice without seeking revised quotes on account of BHEL not going for reverse auction.

**1.2.3.8. MARKING ON ENVELOPE:** Part-I and Part-II offers shall be submitted in two separate 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. “TECHNO-COMMERCIAL BID”**



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### **PART – II :**

#### **1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**

#### **2. DUE DATE OF OPENING**

#### **3. “PRICE BID”**

**1.2.3.9.** Tenders should be addressed to the DGM (IT&S), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover.

**1.2.3.10.** Tenders submitted by post should be sent by “Registered Post with Acknowledgement Due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

**1.2.3.11.** If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

### **1.2.4 General Instructions and Guidelines**

**1.2.4.1.** The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.

**1.2.4.2.** Tenderer shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.

**1.2.4.3.** Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.

**1.2.4.4.** Should a tenderer find discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

**1.2.4.5.** In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.

**1.2.4.6.** If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.



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- 1.2.4.7.** Conditional and unsigned tenders. Tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions and tenders not submitted in the prescribed forms are liable to be rejected.
- 1.2.4.8.** If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.
- 1.2.4.9.** Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 1.2.4.10.** One Desktop Computer of quoted model(s) shall be offered for sample approval for about a week's time after submission of technical bids. The price bids will be opened after the approval of sample, for those vendors whose sample has been found to be technically acceptable.
- 1.2.4.11.** No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 1.2.4.12.** Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 1.2.4.13.** In case, the vendor opt to finance the leasing through a third party financier, the vendor shall furnish details in the technical offer.

**1.2.5 RATES**

- 1.2.5.1.** 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 and deployment of service engineers during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, all applicable taxes like Lease Tax/ Right-To-Use (RTU) Tax will be payable extra as per actuals.
- 1.2.5.2.** Rates are to be quoted as per Price Bid Format only 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 change in rates/tariff due to above will be entertained.
- 1.2.5.3.** Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model. The rates shall include taxes and duties payable on account of Octroi, Sales Tax, Tax on works Contract etc.
- 1.2.5.4.** In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be



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entertained on this account after acceptance of the tender or during the currency of the contract.

**1.2.6 TENDER EVALUATION**

**1.2.6.1** Total/ 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.

**1.2.6.2** 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.

**1.2.6.3** The evaluation will be on the basis of Lease Charges. Further the tender is NOT divisible.

**1.2.7 ORDER ACKNOWLEDGMENT**

Letter of acceptance of the Order / Contract is to be submitted within one week.



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**ANNEXURE – II**

**Qualification Criteria**

1. The bidder shall be an Original Equipment Manufacturer (OEM) who deals with branded computers or authorized dealer of an OEM. Bids from non-branded computer assemblers are not solicited and liable for rejection.
2. The bidder shall have experience of executing similar works (supply of similar desktop computers) for last two years, ending 31 March of the previous financial year and should be either of the following :-
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated value as per the NIT  
Or
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated value as per the NIT  
Or
  - c. One similar completed works costing not less than the amount equal to 80% of the estimated value as per the NIT.
3. Average Annual financial turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated value as per NIT.

Note : Bidder shall submit necessary documents like audited annual reports, completion certificates etc in support of the above qualification criteria



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**ANNEXURE – III**

**3. Commercial Terms & Conditions**

**3.1 PERIOD OF CONTRACT :**

The period of contract is for Five years on financial lease

**3.2 VALIDITY OF OFFER :**

3.2.1 The offer should be valid for 3 months from the date of opening of technical bid.

**3.3 EARNEST MONEY DEPOSIT :**

3.3.1. EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection. The Earnest Money will be refunded to the unsuccessful tenderers after finalisation of the award of work. In the case of successful tenderer, the Earnest Money will be retained as part of the Security Deposit work in.

**3.4 SECURITY DEPOSIT :**

**Not Applicable**

**3.5 SUPPLY CONDITION:**

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

**3.6 INSPECTION**

3.6.1. The Desktop computers shall be offered for pre-despatch inspection at vendor works before shipment.

**3.7 DELIVERY & INSTALLATION**

3.7.1. Delivery (i.e. Supply and installation) period shall start from the date of placement of firm order.

3.7.2. **Delivery Period : 8 weeks from the date of order or earlier**

3.7.3. **Installation Period : 4 weeks from receipt date or earlier.**

**3.7.4. PENALTY FOR LATE DELIVERY**

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week subject to maximum of 5% of the total lease rent for the entire lease period for the equipment(s) not delivered in time as per delivery schedule. The penalty will be deducted from the first quarter rental charges, the same will be adjusted from the subsequent quarters.





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**3.8 PAYMENT TERM :**

- 3.8.1. The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate. Payment will be released within 30 days of submission of verified invoices.
- 3.8.2. The lease quarterly payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. However, 1st quarter lease payment will be proportionate as per installation completion during installation period.
- 3.8.3. Payments will be through Electronic Fund Transfer(EFT) only. Details regarding bank account shall be provided in BHEL's standard format, in case the same is not already given.

**3.9 BANK CHARGES :**

Unless otherwise specified, the Bank charges, if any, shall be to the account of Vendor/Lessor.

**3.10 TEST CERTIFICATES :**

- 3.10.1. Equipment shall be supplied with relevant test certificates, certificates of newness of equipment, certificates as per technical specifications and any other statutory documents required.

**3.11 WARRANTY & MAINTENANCE :**

- 3.11.1. The warranty and maintenance of equipment shall be undertaken, for Five years from the date of installation.
- 3.11.2. The warranty and maintenance will be comprehensive with spares and labour. The maintenance will be inclusive of replacement of all defective components during the warranty period.
- 3.11.3. The maintenance shall include installation / maintenance of operating system, / OS patches and any other software issued by BHEL during the lease period.
- 3.11.4. Corrective maintenance calls for any major breakdowns should be attended and rectified within 24 hours of the call being reported. In case the rectification is not possible within 24 hours for reasons beyond the control of the service provider, a standby machine of similar configuration and specification shall be provided. In the event of failure of the vendor in meeting this, BHEL reserves the right to deduct the rental charges for the machine as per the formula. (Formula : Downtime in days beyond the allowed one working day multiplied by quarterly rental and maintenance charges divided by 90).



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- 3.11.5.** One spare system of the same configuration that of the supplies shall be supplied along with the deliveries for every 50 or part thereof to meet exigencies during breakdown and maintenance. The same shall be handed over to BHEL at the end of lease period at free of cost.
- 3.11.6.** At least Six qualified and experienced service engineers shall be stationed in BHEL/EDN by the successful bidder for providing the desired levels of service. The posted engineer shall be available during the normal working hours and working days of BHEL/EDN

**3.12 TRAINING**

Training of BHEL personnel will be part of the contract. During installation at respective locations the associated BHEL users will be guided on the configuration being made and usage.

**2.13 INDEMNITY**

- 2.13.1.** Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor 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 purchaser and use of products prohibited by product manuals.

- 2.13.2.** In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**2.14 INSURANCE**

Insurance for the complete Systems/Goods shall be arranged by the Vendor/Lessor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/Lessor.

**2.15 CONFIDENTIALITY**

Vendor/Lessor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted by the successful vendor as per the following sample format.



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**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 on contract is confidential and that the nature of the business of the BHEL 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. 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 all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL'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, and are reasonable given the nature of the business carried on by the BHEL. 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



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**2.16 FORCE MAJEURE**

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

**2.17 RISK PURCHASE**

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

**2.18 PATENTS & TRADEMARKS**

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

**2.19 SUB-CONTRACTING**

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

**2.20 ADDITIONAL FACILITY REQUIRED IN FUTURE ON IT EQUIPMENT**

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

**2.21 TERMINAL PAYMENT**

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

In case of termination or surrender of systems by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

**2.22 LIMITATION OF LIABILITY**

The Vendor/ Lessor's liability will be limited to the scope of this contract only.



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**2.23 COMPLIANCE TO ESI / PF ACTS**

- 2.23.1.** The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner if applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principle Employer".
- 2.23.2.** The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due under the Act, to be sent to the appropriate authorities through the Principal Employer.
- 2.23.3.** If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 2.23.4.** If applicable, the contractor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
- 2.23.5.** Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.



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**ANNEXURE - IV**  
**SPECIFICATION No = EDN/522/0910/PC/01**

S.No	Features	Qualifying Minimum BHEL Requirements	Vendor Compliance (Yes / No)	Specifications offered by vendor/ Remarks ( to be filled by vendor )
1	No of PCs			
2	MAKE OFFERED			
3	MODEL OFFERED			
4	Processor	Intel Core 2 Quad Processor Q9400 (6MB L2 Cache, 2.5 GHz, 1333 MHz FSB) or Higher		
5	Chipset	Intel Q45 Express chipset or higher		
6	Motherboard	OEM's motherboard or Intel Original (Management agent should show the revision level)		
7	RAM	4 GB Symmetrical ( 2 x 2 GB); Dual channel DDR2 SDRAM @ 800 MHz or above expandable to 8 GB		
8	HDD	320 GB SATA 7200 rpm with Pre Failure Alert		
9	FDD	Nil		
10	Optical Drive	16x DVD +/- RW Writer		
11	Monitor	22" TFT LCD Monitor, wide format , Resolution : 1680 X 1050, Contrast Ratio - 800:1 , Conformance to ISO 13406-2 class II make shall be specified		
12	Graphics	Intel Graphics Media Accelerator 4500		
13	Keyboard	Minimum 104 keys		
14	Mouse	2 Button Optical Scroll Mouse with Mouse Pad		
15	Audio	Integrated high definition 6 channel (5.1) / ADI 1884 Codec with in-built speakers (preferably on monitor)		
16	Ethernet	Integrated (on-board) Gigabit (10/100/1000 Mbits/sec) LAN		
17	PCI Slots	Minimum 2 nos PCI - E & 1 no PCI-Graphics slots.		



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		Note - Provision to install PCI-Express Graphics Card with minimum 128MB RAM (should not share main memory) - These cards are not part of vendors scope but vendor shall be able to install these cards in the PCs.		
18	Ports	Minimum 1 Parallel, 1 Serial, minimum 4 USB (Ver 2.0) atleast 2 of them mouned in front, VGA, Speaker/Headphone, Microphone		
19	Software	Windows Vista Business downgraded to Windows XP Pro, with Restore / Recovery / Upgrade Media or feature with each PC		
20	Form Factor	Tower Model, smaller dimension preferred Vendor to specify dimension and other details		
21	Colour combination of the system	Prefereably Black		
22	Power Supply	Input: Nominal 230 VAC;50 Hz, Power Cords (suitable for Indian type sockets) to be provided		
23	Security	Removable media boot control, Serial, Parallel & USB Interface Control, Chasis Lock (vendor to specify details)		
24	Certification	For OEM : ISO 9001:2000 (CERTIFICATE TO BE ENCLOSED)		
		FCC/ERTL OR EMC CLASS B COMPLIANCE FOR DESKTOP(CERTIFICATE TO BE ENCLOSED-Equivalent)		
		Certified for Windows Opereating System (Certificate to be enclosed)		
25	Warrantee	5 years on-site		
26	Labeling	The make should be prominently marked on the system		



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**ANNEXURE V**  
**COMMERCIAL TERMS COMPLIANCE STATEMENT**

S No	Description	Agreed / Yes	Not Agreed / No
5.1	<b>Scope of Work:</b> Whether the tenderer has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer ).		
5.2	<b>Period of Contract:</b> The period of contract is for 5 years. However BHEL reserves the right to terminate the contract at any time without any prior notice or reasons whatsoever if in our judgement the performance is not satisfactory without any liability whatsoever on the part of BHEL.		
5.3	<b>Validity of the Offer :</b> Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
5.4	<b>Earnest Money Deposit :</b> Whether the tenderer has agreed to submit EMD as per terms and conditions and submitted along with Technical Bid.		
5.5	<b>Security Deposit :</b> Nil	Not Applicable	Not Applicable
5.6	<b>Supply Condition :</b> Whether the tenderer has agreed to supply and install all NEW equipments and agreed to furnish certificate of newness.		
5.7	<b>Inspection :</b> Whether the tenderer has agreed to offer Desktop computers for pre-despatch inspection at vendor works before shipment.		
5.8	<b>Delivery &amp; Installation :</b> Whether the tenderer has agreed to deliver and install equipment at BHEL/EDN as per clause 2.7.		
5.9	<b>Payment Term:</b> 1. Whether the tenderer has agreed to the following payment terms. The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate. Payment will be released within 30 days of submission of verified invoices.		





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	2. The lease quarterly payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. However, 1st quarter lease payment will be proportionate as per installation completion during installation period.		
5.10	<b>Bank Charges :</b> Whether the tenderer has agreed to bear the Bank charges, if any.		
5.11	<b>Test Certificates</b> Whether the tenderer has furnished relevant test certificates, certificates of newness of equipment, certificates as per technical specifications and any other statutory documents required.		
5.12	<b>Warranty &amp; Maintenance :</b> Whether vendor has agreed to terms and conditions as per terms and conditions , clause , subclauses of 2.12		
5.13	<b>Training :</b> Whether the tenderer has agreed to provide training on usage for BHEL users.		
5.14	<b>Insurance :</b> Whether the tenderer has agreed to arrange Insurance for the complete Systems/Goods for any loss/damage/theft at his own risk and cost throughout the lease period. Claims,if any, will be dealt with the underwriters directly by Vendor/Lessor.		
5.15	<b>Indemnity :</b> <ul style="list-style-type: none"> <li>• Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor 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 purchaser and use of products prohibited by product manuals.</li> <li>• In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost</li> </ul>		



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	either settle any such dispute or conduct any litigation that may arise there from.		
5.16	<b>Confidentiality :</b> Vendor/Lessor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.. Vendor shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		
5.17	<b>Risk Purchase :</b> Purchaser/Lessee shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Vendor/Lessor, either the whole or part of the Systems/goods, which the Vendor/Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor/Lessor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period.		
5.18	<b>Patents &amp; Trademarks :</b> Vendor/Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trade marks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.		
5.19	<b>Sub-Contracting :</b> Vendor/Lessor has agreed that the order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee.		
5.20	<b>Additional facility required in future on IT equipment:</b> In case any additional facility is required on the IT		



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	equipment requiring upgrade the Vendor/Lessor shall provide the same at mutually agreed terms.		
5.21	<p><b>Terminal Payment :</b> BHEL shall have the right to acquire or surrender all the systems at the end of the lease period. In case BHEL decides to acquire the systems, a nominal charge of Re.1.00/-(Re One only) per equipment will be paid as terminal payment.</p> <p>In case of termination or surrender of systems by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.</p>		
5.22	<p><b>Limitation of Liability :</b> The Vendor/ Lessor's liability will be limited to the scope of this contract only</p>		
5.23	<p><b>Compliance to ESI / PF Act</b> Whether the Vendor/ Lessor agreed to comply with applicable ESI/PF rules and regulations.</p>		
5.24	<p><b>Submission of Certificates , Supporting Documents:</b> Whether the bidder has enclosed all required documents supporting qualification criteria, certificates etc.</p>		



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### ANNEXURE VI

#### PRICE BID FORMAT

	Value Rs. (in Figure)	Value Rs. (in Words)
Lease rental per piece per quarter		
Applicable taxes		

	Value Rs. (in Figure)	Value Rs. (in Words)
Outright rate		
Applicable taxes		

Date :

Signature :

Note :

1. The net value of lease rental rates and unit price shall be quoted after considering the exchange value of buy-back PCs.
2. Break-up details like basic lease rental, interest, maintenance for lease shall be provided
3. Outright rate is only for reference and will not considered for evaluation.
4. Unpriced price bid format shall be submitted along with techno-commercial bid