

TENDER NOTICE

Ref. No.: AA: CIT: P31:LEASE/2007

Date: 20th March, 2007

M/s -----

Dear Sirs,

Subject: Rate Contract for Supply and Installation of Computer Equipments – Lease Basis

Sealed quotations are invited for the rate contract for supply and installation of Computer Equipments under **Lease Basis** as per specifications detailed under "TECHNICAL SPECIFICATIONS" and terms and conditions as enclosed. Firm offers should be submitted in TWO parts as detailed in relevant sections. Both the parts should be individually sealed and superscribed indicating Part No. as required and enclosed in the main cover duly sealed and superscribed.

Before preparing the bids, please see the details in various Sections and enclosed Annexures.

Please note that the sealed tenders will be received by us up to **17:00 hours on 10.04.2007** Techno Commercial Bids (Part-I) will be opened at **15:00 hours on 11.04.2007** in the presence of such tenderers and /or their authorized representatives who choose to be present. The representative should be the same person who has signed the documents or his authorized representative with an authorization letter. There shall not be any overwritten figures in document. All cuttings should be duly signed by the authorized person submitting the offer and should be rewritten in figures and words both. Vendors are required to come prepared for technical clarifications on the opening day. The Price bids (Part-II) may be opened on the same day after discussions/clarifications, if any. **BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.**

Tender should be sent to the office of:

**DGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex,
Plot No. 25, Sector – 16A, NOIDA (UP) 201301**

With regards
For **Bharat Heavy Electricals Ltd.**

(Ashwini Kumar)
DGM (IT Purchase)
Tel No.: (0120) 2510505
Email : ashwini@bhel.co.in

BHARAT HEAVY ELECTRICALS LTD
(Govt. Of India Undertaking)
Corporate Information Technology
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P. – 201301
Telephone no.: (0120) 2510505, Email: ashwini@bhel.co.in

1. REQUEST FOR PROPOSAL

BRIEF SCOPE OF WORK

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria listed below. The tender is invited for the Rate Contract on Lease basis for supply, installation & maintenance of **PCs, Servers, Printers, Switches, UPS & other Computer Peripherals** throughout India at more than 20 locations for a period of FIVE years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL & PRICE.

QUALIFICATION CRITERIA

1. Bidder shall be either OEM or System Integrators of OEMs. Bidders other than OEMs must obtain and submit authorization letter mentioning BHEL's tender reference number i.e. **AA:CIT:P31:LEASE/2007** from any qualified 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 & Notebooks
 - b. Group II – Intel Servers & Workstations
 - c. Group III – Laserjet and Deskjet Printers
 - d. Group IV - Network Switches & Wireless Access Points
 - e. Group V - UPS
 - f. Group VI - NAS, SAN
 - g. Group VII - Scanners
 - h. Group VIII - Plotters
 - i. Group IX – Miscellaneous Items
2. Bidder shall have at least Rs.100 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 support offices in at least 20 locations in India capable of serving the locations as per BHEL requirements.
4. Bidder shall have supplied and is maintaining equipment in at least 20 locations in India under single contract.
5. OEMs of equipment (Groups I, II, III, IV, V & VI ONLY) to be offered must have registered offices and service centers in India.
6. Bidder must have executed at least one Annual Maintenance Contract (AMC) or Facility Management Services (FMS) for one or more installations consisting of more than 1500 PCs/Peripherals in different locations of India.
7. Bidder must have executed at least two lease OR rental orders in the last 4 years. The total value of these two orders must be Rs.5.00 Crores or more.

2. GENERAL INSTRUCTIONS FOR THE BIDDERS

- 2.1 Tender documents (non-transferable) will be available from **Thursday 22nd of March 2007** between 10 AM to 3 PM from DGM (IT Purchase), Corporate IT, 2nd Floor, HRD & ESI Complex, Plot No. 25, Sector 16A, Noida, U.P. 201301. Tender documents can be obtained by depositing Rs.25,000/- (non-refundable) in the form of a Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at Noida (UP) or New Delhi.
- 2.2 Alternatively the tender can be downloaded from the BHEL website. In this case, the tender fee of Rs.25,000/- in the form of a Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at Noida (UP) or New Delhi shall have to be deposited along with tender documents.
- 2.3 Last date of submission is 17:00 Hrs on **Tuesday, 10th Of April 2007** and technical bids shall be opened at 15:00 Hrs. on **Wednesday, 11th Of April 2007**.
- 2.4 Earnest Money Deposit (EMD) for the tender is Rs.2,00,000/- (Rupees Two Lakhs only).
- 2.5 Tender Fee and EMD are to be submitted through separate Demand drafts.

3. 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 RATE CONTRACT UNDER LEASING SCHEME

Lease Period under the Leasing scheme 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. The taxes like Lease Tax/ Right-To-Use (RTU) Tax will be payable extra as per actuals. Lease Period of Five years shall start from the date of successful installation by vendor and acceptance by BHEL at respective locations. Pro rata lease rental charges will be payable for the quarter in which installations & acceptance takes place. Details of acceptance procedure, if any, are enclosed separately along with technical specifications. 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.

The summary of requirements is enclosed in Section 8.0 and quantities mentioned are indicative only. The rates for the various items will be finalized centrally and orders will be placed for the projected quantities from respective places. The lease agreement will be signed centrally. The release of quarterly lease charges will be from the place of release of order(s).

The placement of orders for the leasing of items covered in this enquiry will also be available to Lessee for a period of **SIX months** on the finalized rates. BHEL, at its discretion may ask the Lessor for the latest specifications in this period at the same rental charges.

3.3 TENDERER TO INFORM HIMSELF FULLY:

3.3.1 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.

3.3.2 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.

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 : EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following :

- 1) Tender Fee in the form of Pay Order/ Bank Draft of Rs.25,000/- (Rupees Twenty Five Thousand only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida 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 Pay Order/ Bank Draft of Rs.2,00,000/- (Rupees Two Lakhs only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 3) Bounded volume of:
 - i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipments. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
 - ii. Authorization by OEM's as per enclosed format.
 - iii. No Deviation Certificate as per enclosed format.
 - iv. Checklist of PRICE BID (Unpriced Copy) as per enclosed format.
 - v. Enclosures as defined in checklist of enclosures.

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.

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. "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 official inviting Bids by name and designation and sent at the following address:

DGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301

Telephone no. : (0120) 2510505

Email : ashwini@bhel.co.in

- 3.6.2 Bids can also be delivered in person to the official inviting Bids.
- 3.6.3 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 17:00 Hrs. of the due date. Bids received after the Due Date and Time of opening are liable to be rejected.

3.7 BID OPENING

- 3.7.1 PART-I (EMD & 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. However, Purchaser/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 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 Purchaser/Lessee also 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.
- 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 No Literature, Pamphlets other than what is specified is to 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 Purchaser/Lessee reserves the right to negotiate the tender, 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 Purchaser/Lessee's acceptance.

3.9 DEVIATIONS

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors 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 the rates in Hindi/English language and 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 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 Intel Servers (SR01H, SR02H and SR03H), Intel Workstations (WS01L and WS02L) shall be of same OEM. No mix and match is allowed.
- 3.11.2 Notebooks (NB01L and NB02L) shall be of same OEM. No mix and match is allowed.
- 3.11.3 PCs (PC01L and PC02L) shall be of same OEM. No mix and match is allowed.
- 3.11.4 All laser printers (LJ01L, LJ02L, LJ03L, LJ04L, LJ05L and LJ06L) & deskjet printers (DJ01L) shall be of same OEM. No mix and match is allowed.
- 3.11.5 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.
- 3.11.6 If required, BHEL is entitled to ask for any equipment (covered under Group I and Group II only) for 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 within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.
- 3.11.7 Bidders may note that in case of Group IV – Network Switches and Wireless Access Points– The switches are likely to be installed at locations already having networking switches of CISCO make. CISCO network management software is used to manage these devices. Hence, bidder shall quote switches compatible with the installed hardware and software base.
- 3.11.8 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.
- 3.11.9 Locations and tentative number and type of equipment to be supplied are indicated under heading "SUMMARY OF REQUIREMENTS AND LOCATION DETAILS".
- 3.11.10 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 3.11.11 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 can be obtained in person only from:

DGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301

on all working days of BHEL from 27.03.2007 to 06.04.2007 between 14:00 hrs to 16:00 hrs. Bidders are requested to seek appointment on telephone no. 0120-2510505 prior to visiting BHEL for seeking such clarifications.

- 3.11.12 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.
- 3.11.13 The acceptance of bid will rest with the Purchaser/Lessee and does not bind him to accept the lowest or any bid. The Purchaser/Lessee 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.
- 3.11.14 Late bids are liable to be rejected.
- 3.11.15 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.
- 3.11.16 If the bidder deliberately gives wrong information in his bid, Purchaser/Lessee reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the security deposit/ Bank Guarantee.
- 3.11.17 If the Prices/Rates of one or more of the enquired equipments have not been quoted, the offer is liable to be rejected.
- 3.11.18 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 shall be extra at actuals and will not be considered for price evaluation and comparison.
- 3.12.4 Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at lowest valid price bid (L1) if the price quoted by CPSE's is within 10% of the L1 price. This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the Ministry.

- 3.12.5 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- 3.12.6 The evaluation will be on the basis of total Lease Charges for all the items having specification numbers from NB01L to MS08L and software licenses having specification numbers from SW01H to SW06H. Further the tender is **NOT divisible**.

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 EXECUTIVE SUMMARY

About BHEL

Bharat Heavy Electricals Limited (BHEL) is today one of the largest engineering enterprise of India with an excellent track record of performance. The company has 14 manufacturing divisions, 8 Service centers and 4 power sector regional centers, besides project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defence, telecommunications, oil business, etc. Products of BHEL, make have established an enviable reputation for high quality and reliability.

Expectations from Vendor/Lessors

Vendor/Lessor 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 Vendor/Lessor. 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 at the stipulated locations shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished.

The Vendor/Lessor 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 LOCATION & CONSIGNEE

The tentative list of consignees and respective locations with quantity and type of equipment to be delivered is detailed in Section 8.0.

4.5 DELIVERY

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

Item wise "Delivery and Installation period" shall be as detailed below and it will be counted from the date of Order:

Item	Delivery Period	Installation Period (From delivery date)
All items	10 weeks	2 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, the Lease Tax/ RTU 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. at stipulated locations. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.

4.7 PAYMENT TERMS

The Lease agreement will be signed centrally; however, the payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate to the respective payment centers from where the payments will be directly released. Payment will be released within 30 days of submission of verified invoices.

Vendor/Lessor has to complete installation at the locations to be identified by BHEL along with Order. 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 dates of various equipments.

4.8 BANK CHARGES

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

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 there of) subject to maximum of 5%** of the total lease rent for entire lease period for the equipment(s) not delivered in time as per delivery schedule. 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 DEDUCTION FOR DOWNTIME

4.10.1 Downtime calculation for IT Equipment

Vendor/Lessor shall be responsible for running the Equipment at the uptime of 98% per month. The deduction for downtime shall be calculated for the uptime below 98 % of each equipment. The deduction for downtime will be as mentioned below. **The downtime will be calculated on hourly basis per month on 24 hours x 7 days basis for Servers, SAN, NAS, Online UPS, Network Switches & Firewall and on 8 hours basis for the PC's & Peripherals.**

The deduction for downtime shall be as follows

Downtime in Delhi (NCR), Chennai, Mumbai, Kolkatta, Hyderabad, Bangalore	Downtime in all Other Cities	Deduction factor
0 to 2%	0 to 5%	Zero
2 to 5%	>5 to 8%	1.00
>5 to 10%	>8 to 13%	1.25
Above 10%	Above 13%	1.50

Working calculation for deduction

Let downtime in a month	= A hours
Downtime percentage	
Server, SAN, NAS & Networking Equipment	= $A \times 100 / (24 \times 30) = B$
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 Vendor/Lessor, 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, but not limited to, all plastic and/or rubber parts, UPS batteries, Notebook batteries, adapters and printer heads. However it will NOT include inkjet cartridges, toner cartridges and ribbons.

4.12 TRAINING CHARGES

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.

4.13 INDEMNITY

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.

All such claims in this regard will be settled as per Indian Laws.

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.

4.14 INSURANCE

Insurance for the complete Systems/Goods shall be arranged by the Vendor/Lessor at his own risk and cost during transit, movement, storage and 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. Evidence of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may effect the insurance from the lease rental.

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.

4.16 CONFIDENTIALITY

Vendor/Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity 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 finalized during the course of execution of the order/contract.

4.16 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.

4.17 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 including extended period with penalty.

4.18 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.

4.19 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.

4.20 TERMINATION OF THE ORDER/ LEASE AGREEMENT & ITS CONSEQUENCES

4.20.1 The Purchaser/ Lessee will issue a written notice of non-compliance to the Vendor/ Lessor and after a rectification period of One month, termination and fore-closure clauses will be applicable.

4.20.2 Purchaser/Lessee 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 Vendor/Lessor, at the risk and cost of the Vendor/Lessor.

- 4.20.3 Purchaser/Lessee 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 Vendor/Lessor and the Vendor/Lessor shall be liable to the Purchaser/Lessee for any excess costs thereof.
- 4.20.4 Vendor/Lessor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 4.20.5 Lessee reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory by the Lessee.
- 4.20.6 Fore-closure: In case of fore-closure of the lease agreement by the lessee, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period.
- 4.20.7 Consequences: As soon as the lease agreement is cancelled / terminated by the Lessee, no lease rent will be payable to the Lessor.

4.21 SETTLEMENT OF DISPUTES

- 4.21.1 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 the Purchaser/Lessee, subject to written appeal by the Vendor/Lessor to the Purchaser/Lessee, whose decision shall be final to the parties hereto.
- 4.21.2 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.
- 4.21.3 However, the Vendor/Lessor shall continue to perform the Order/Contract, pending settlement of dispute(s).

4.22 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 New Delhi.

4.23 ACCEPTANCE OF ORDER

Letter of Seller/ Contractor/ Lessor's acceptance of the Order / Contract is to be submitted within one week. This will be submitted along with the Security Deposit of the value of 10% of Total Quarterly Lease Rent for all the equipment valid for the complete lease period. The security deposit is to be deposited in the form of 50% Cash/ Cheque/ DD and remaining 50% as Bank Guarantee.

4.24 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER

After initial installation as per location details given by BHEL, shifting of equipment from one location to another shall be the responsibility of the Vendor/Lessor. The entire requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Vendor/Lessor. A mutually agreed cost can be paid by BHEL to the Vendor/Lessor on this account. 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.

4.25 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.

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, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

4.27 LIMITATION OF LIABILITY

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

5.0 LEASE AGREEMENT

(Bipartite Lease Agreement will be prepared and signed along with Lessor after placement of order based on finalized terms and conditions.)

6.0 TECHNICAL SPECIFICATIONS

ENCLOSED AS SEPARATE VOLUME

(Total Pages –102)

7.0 BRIEF SCOPE OF WORK –TECHNICAL

7.1 Installation of PC/Notebook/Workstation

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- Installation of OS
- Partitioning (wherever asked for)
- Installation of Software packages provided by BHEL (like MS Office 2000/XP, Adobe acrobat, etc.)
- Printer configuration
- Network configuration
- Anti Virus installation
- Client email /internet configuration
- Transfer of data from the replaced PC's

7.2 Installation of Printers

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- Assigning IP Address to the printer
- Installing Printer on LAN
- Driver Installation on client machines

7.3 Installation of Scanners

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- Installing Scanner software on a client machine
- Enable s/w and H/w parameters
- Perform system & verification test

7.4 Installation and Configuration of Servers

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- RAID Configuration
- Installation of Server OS (Red Hat Linux Advanced Server 2.1 or higher / windows 2003 Advanced Server) and file systems
- Assign IP address
- Establish LAN connectivity
- Enable s/w and H/w parameters
- Perform system & verification test
- Mounting into the rack
- Cluster implementation, wherever required.
- Fail over test
- Transfer of data from old server to the new server wherever required

7.5 Installation of NAS

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- RAID Configuration
- Installation of OS
- Assign IP address
- Establish LAN connectivity
- Enable S/w and H/w parameters
- Perform system & verification test
- Mounting into the rack

7.6 Installation of SAN

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- RAID & LUN Configuration
- Installation of Fiber Switches
- Installation of Storage Management Software
- Cluster Configuration
- Installation & Configuration of HBA's
- Assign IP address
- Establish LAN connectivity
- Enable S/w and H/w parameters
- Perform system & verification test
- Mounting into the rack

7.7 Installation of Network Switches

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- Installation of IOS
- Assign IP address
- Establish LAN connectivity
- Enable S/w and H/w parameters
- Perform system & verification test
- Mounting into the rack
- Configure VLANs

7.8 Installation of UPS

- Unpack, inventory and attach all add-ons
- Verify correct voltage setting
- Perform power on self test
- Perform system & verification test
- Verify backup time on full load
- In case of all online UPS, vendor shall inform BHEL at least 15 days before delivery about switchgear, space, cabling and any civil work requirements.

8.0 SUMMARY OF REQUIREMENTS & LOCATION DETAILS

The tentative summary of all requirements and location details are attached as Annexure.

Notes:

- a) Operating system software is included in all PC's, Laptops and Workstations.**
- b) Some of the Servers include Operating system software, monitor, keyboard and mouse.**
- c) The quantities are indicative only and will be used for evaluation purpose.**
- d) The successful bidder shall post qualified Resident Engineer(s) at all those locations wherever installation base of the Equipments is more than 100. At certain locations, if required for meeting the SLA requirements, the successful bidder shall post additional Resident Engineers.**

The Resident Engineer posted shall be at least a 3 years diploma holder in electronics / computers / hardware, and shall have sufficient experience to provide support on the supplied equipments. The CV of all resident engineers shall be got vetted from the respective BHEL locations.

- e) Sufficient number of spares will be maintained at each location.**

9.0 PAYMENT CENTRE & ADMINISTRATION OF CONTRACT

The tender envisages supply and installation of equipments at different locations as per tentative consignee list enclosed. The administration of contract will be at respective locations. As part of this rate contract, the rates will be finalized centrally and orders will be placed by respective units / divisions for their requirements. The detail of various locations where delivery & supply is to be effected is also enclosed. The vendor is to clearly understand that the service is to be provided on site at all the locations as detailed in relevant section and payment towards lease charges is to be collected from the place of placement of order as per details enclosed below:

No.	Unit / Division	Address
1.	BHEL Haridwar	Ranipur, Haridwar – 249403 (Uttaranchal)
2.	BHEL, Bhopal	Piplani, Bhopal – 462022 (MP)
3.	BHEL, Tiruchy	Tiruchy – 620014 (Tamilnadu)
4.	BHEL, Hyderabad	RC Puram, Hyderabad – 502032 (AP)
5.	BHEL, Ranipet	Ranipet, Vellore – 632406 (Tamilnadu)
6.	BHEL, R&D, Hyderabad	Vikasnagar, Hyderabad – 500093 (AP)
7.	BHEL, EDN, Bangalore	Mysore Road, Bangalore – 560026 (Karnatkka)
8.	BHEL, ISG, Bangalore	Malleswaram, Bangalore – 560012 (Karnatkka)
9.	BHEL, EPD, Bangalore	Malleswaram, Bangalore – 560012 (Karnatkka)
10.	BHEL, Jhansi	Jhansi – 284129 (UP)
11.	BHEL, ASSCP, Gurgaon	Gwalpahari, Gurgaon – 122001 (Haryana)
12.	BHEL, Rudrapur	Rudrapur, Udham Singh Nagar– 263153 (Uttaranchal)
13.	BHEL, Goindwal	Goindwal, Amritsar – 143423 (Punjab)
14.	BHEL, Varanasi	Shivpur, Varanasi – 221003 (UP)
15.	BHEL, PEM, Noida	Sector-16A, Noida -201301 (UP)
16.	BHEL, SSBG, New Delhi	Asiad, New Delhi - 110049
17.	BHEL, PS-HQ, Noida	Sector-1, Noida – 201301 (UP)
18.	BHEL, PS-TS, Noida	Sector-1, Noida – 201301 (UP)
19.	BHEL, PS-Mktg, New Delhi	Asiad, New Delhi - 110049
20.	BHEL, PMG, New Delhi	Asiad, New Delhi - 110049
21.	BHEL, PS-WR, Nagpur	Nagpur – 440001 (Maharashtra)
22.	BHEL, PS-NR, Noida	Sector-16A, Noida -201301 (UP)
23.	BHEL, PS-ER, Kolkatta	Kolkatta – 700091 (WB)
24.	BHEL, PS-SR, Chennai	Chennai – 600035 (Tamilnadu)
25.	BHEL, IS, New Delhi	Lodi Road, New Delhi - 110003
26.	BHEL, IO-M, New Delhi	Lodi Road, New Delhi
27.	BHEL, IO-P, New Delhi	Lodi Road, New Delhi
28.	BHEL, ARP, New Delhi	Asiad, New Delhi - 110049
29.	BHEL, MPC, Chennai	T-Nagar, Chennai – 600017 (Tamilnadu)
30.	BHEL, HRDI, Noida	Sector-16A, Noida -201301 (UP)
31.	BHEL, New Delhi	Asiad, New Delhi - 110049

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

A) In the First Quarter:

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

B) 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.

10.0 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 + Notebooks ➤ Including 5 years warranty support.	Annexure I	
2.	Authorization letter from OEMs of Group II ➤ Servers + Workstations ➤ Including 5 years warranty support.	Annexure I	
3.	Authorization letter from OEMs of Group III ➤ Laserjet + Deskjet printers ➤ Including 5 years warranty support with back to back support from OEM (Letter to this effect to be attached)	Annexure I	
4.	Authorization letter from OEMs of Group IV ➤ Network Switches + Wireless Access Points ➤ Including 5 years warranty support	Annexure I	
5.	Authorization letter from OEMs of Group V ➤ UPS ➤ Including 5 years warranty support with batteries.	Annexure I	
6.	Authorization letter from OEMs of Group VI ➤ NAS + SAN ➤ Including 5 yrs warranty support	Annexure I	
7.	Authorization letter from OEMs of Group VII ➤ Scanners ➤ Including 5 years warranty support with back to back support from OEM (Letter to this effect to be attached)	Annexure I	
8.	Authorization letter from OEMs of Group VIII ➤ Plotters ➤ Including 5 years warranty supports with back to back support from OEM (Letter to this effect to be attached)	Annexure I	
9.	Presence Chart	Annexure II	
10.	Annual Turnover Chart & copies of Audited Balance Sheets	Annexure III	
11.	NO DEVIATION CERTIFICATE	Annexure IV	
12.	Copy of major orders received in last 2 years	Annexure V	
13.	Copy of AMC/FMS contracts of more than 1500 PCs/Peripherals	Annexure VI	
14.	Certifications required	Annexure VII	
15.	EMD of Rs.2,00,000/- (Rupees Two Lakhs only) Enclosed		
16.	Income Tax Clearance Certificate		
17.	Proof Of Clause No 4 Of Qualification Criteria		
18.	Certificate Of Incorporation Of OEM of Group I items		
19.	Copy Of Purchase Orders Giving Proof of Lease Rental Orders		
20.	Checklist of Price Bid	Annexure VIII	

Annexure-I

AUTHORIZATION BY OEM

Date: _____

To,
BHEL
CIT, NOIDA

Subject: **Letter of Authority**

Tender Ref. No.: **AA:CIT:P31:LEASE/2007** dated _____

Dear Sir,

We hereby authorize _____ who has all India presence and fulfills the requirements of the tender enquiry ref. no. AA:CIT:P31:LEASE/2007 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. 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.

Presence Chart

Sl.No.	Location	Presence (Yes/No)	If not present then covered from which place	No. Of Employees at that location	Number of MSCE/MSCA certified employees at that location
1	Delhi & NCR				
2	Mumbai				
3	Kolkatta				
4	Chennai				
5	Bangalore				
6	Ranipet				
7	Bhubneshwar				
8	Chandigarh				
9	Guwahati				
10	Hardwar				
11	Jabalpur				
12	Jaipur				
13	Lucknow				
14	Patna				
15	Vadodara				
16	Hyderabad				
17	Secunderabad				
18	Rudrapur				
19	Varanasi				
20	Jhansi				
21	BHEL Project Sites				

Annual Turnover Of Bidder

Sl.No.	Financial Year	Turnover (In Rs. Crores)
1	2003-2004	
2	2004-2005	
3	2005-2006	

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CIT:P31:LEASE/2007** 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 V**COPY OF MAJOR ORDERS RECEIVED IN LAST 2 YEARS**

Sl.No.	Organisation Name	Type of Order (Leasing / Outright Sale)	Number of delivery places	Number of PCs/Servers/Printers/ Switches/UPS/Scanners
1				
2				
3				
4				
5				

ANNEXURE VI**ORDER COPY OF AMC/FMS CONTRACT OF MORE THAN 1500 PCS/PERIPHERALS**

Sl.No.	Organisation Name	Number of cities AMC/FMS spanned.	Number of PCs/Servers/Printers/ Switches/UPS/Scanners managed
1			
2			
3			
4			
5			

CERTIFICATIONS REQUIRED FOR THE QUOTED EQUIPMENT

Sl.No.	Product	Certification	Whether (Yes/No)
1	Servers	RedHat Linux Advanced Server 3 Microsoft Windows 2003 Advanced Server ERTL / FCC / EMC Class B IEC-60950-1: 2001 / IS 13252:1992 / UL	
2	PCs	Microsoft WLP 2.0 DMI 2.0 RedHat Linux Energy Star ERTL / FCC / EMC Class B IEC-60950-1: 2001 / IS 13252:1992 / UL	
3	Workstations	Microsoft WLP 2.0 DMI 2.0 RedHat Linux Energy Star ERTL / FCC / EMC Class B IEC-60950-1: 2001 / IS 13252:1992 / UL Certification for Engineering Applications from respective sites e.g. AutoCAD, CAM & CAE from ISV vendors like UGPLM (ideas), PTC, Auto Desk etc.	
4	Notebooks	Microsoft WLP 2.0 DMI 2.0 Energy Star ERTL / FCC / EMC Class B IEC-60950-1: 2001 / IS 13252:1992 / UL	
5	Laser Printers	Energy Star	

ANNEXURE VIII

Checklist of Price Bid

Un-priced copy of the Price bid is to be enclosed.