



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)

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HW/ITX/2/1149

January 17, 2014

Subject: Procurement of 2Nos. HP Workstations for STE Department

Sir,

1. Two HP Z820 workstations (detail in Annexure-I), with Red Hat Enterprise Operating Systems are to be procured for Steam Turbine Engineering (STE) Department on five year lease basis. The scope of this work is given in detail in Annexure II. The Annexure details are as follows:

Annexure I	Configuration details of HP Z820 Workstation
Annexure II	Terms & Conditions
Annexure III	Price Bid Format
Annexure IV	Technical Pre-qualification Compliance Sheet
Annexure V	Technical Specifications Compliance Sheet

2. You are requested to submit techno-commercial offer in two parts as per the scope of supply indicated therein. The tender offer should be sealed in two separate envelopes with 'Technical bids' / 'Commercial bids', Tender no., opening date duly super scribed on the envelopes.
3. The technical bid envelope should enclose your technical offer comprising Terms and conditions (Annexure-II), Technical Pre-qualification Compliance Sheet (Annexure –IV), Technical Specifications Compliance Sheet (Annexure-V) duly signed/stamped and unpriced bid as per annexure-III. **All documents/ certificates / data sheets required as per Annexure-IV and Annexure-V must be submitted in the Technical bid.**
4. The commercial bid envelope should enclose Price bid (As per format in Annexure III) only.
5. The technical bids will be opened on the day of submission of the offers at 2.30 P.M. in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
6. The terms and conditions given at Annexure-II will be adhered to by the tenderer. Please do not remain silent on any point and if you are not accepting any terms/condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.
7. Earnest money of Rs. 60,000/- in the form of demand draft in favour of BHEL, Haridwar or cash deposit with Accounts officer, BHEL, Ranipur, Haridwar is to be furnished with the tender offer.
8. The offers in sealed envelopes (as stated in para-2 above) should be submitted latest by **2.00 P.M. on 11/02/2014** at the following address:

**Head of Material Management
Heavy Electricals Equipment Plant
Bharat Heavy Electricals Limited
Ranipur Haridwar (Uttarakhand)
PIN – 249403**

IMPORTANT: Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.

Checklist for submitting the bid is as under:

To be submitted with Technical Bid

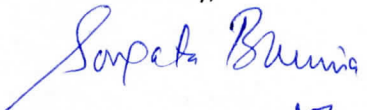
Sl.	Annexure	Description	Remarks
1	--	Your Technical Offer	
2	Annexure II	Standard Terms & Conditions	Signed/Sealed copy
3	Annexure III	Unpriced Bid	Mention tax rates without price
4		Earnest Money Deposit (EMD)	
5	Annexure IV	Technical Pre-qualification Compliance Sheet.	All referred documents /proofs/ data sheets to be submitted
6	Annexure V	Technical Specifications Compliance Sheet	

To be submitted with Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure III	Price Bid	In a separate sealed envelope

Thanking you,

Yours faithfully,



**(Sougata Bhunia)
Sr.Engineer/ITX**

17.01.14

Tender No : HW/ITX/2/1149 Dated : 17.01.2014

Annexure -I Technical Specification

Sl. No.	Parameter	Detailed Specifications
1	Chassis configuration	HP Z820 1125W 90% Efficient Chassis
2	Processors	2 Nos. Intel Xeon E5-2643 3.30 MHz, 10MB Cache, 4 Core processors
3	Cooling requirements	HP Dual Processor Air Cooling Kit
4	Graphics	NVIDIA Quadro K4000 3GB
5	Memory	64GB DDR3-1866 (8x8GB)
6	1st hard drive	600GB 10K RPM SAS SFF
7	2nd hard drive	3TB 7200 RPM SATA
8	Optical drive	DVD ROM Drive
9	Keyboard	HP USB Standard Keyboard
10	Mouse	HP USB Optical Mouse
11	Monitor	Minimum 20 inch TFT (OEM make) with Aspect Ratio 5:4 or 4:3 and min resolution of 1280*1024
12	Operating System	Redhat Enterprise Linux version 6.4 64 bit
13	Warranty	OEM warranty for hardware and operating system for entire contract period



TERMS & CONDITIONS

1. General

- 1.1. The term vendor shall apply to successful tenderer. The vendor is the lessor and BHEL, Haridwar (A Govt. of India Undertaking) is the lessee.
- 1.2. The vendor shall supply, install, commission and maintain on a turn-key basis, the equipment, detailed in the lease orders hereinafter referred as "Lease Orders" placed by BHEL on the vendor from time to time which will fulfill the functional requirements as defined in scope of supply.

2. Lease / Prices

- 2.1 The lease period shall be 5 years after the successful commissioning and acceptance of the complete system.
- 2.2 Successful vendor shall enter into lease rental agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 2.3 Lease payment will be paid on quarterly basis, at the end of each quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime if any shall be made from quarterly lease rental charges.
- 2.4 Prices are net F.O.R destination, inclusive of freight, handling and packing charges, transit insurance, installation, commissioning, regular insurance, on-site comprehensive maintenance during the entire lease period and shall remain firm without any variation during lease period. Lease / RTU tax, service tax and government levies shall be extra as per actuals during the lease period.
- 2.5 The vendor shall be responsible for payment of excise duty, custom duty, all other state/central/local govt. taxes, freight and insurance up to equipment-installation-sites in BHEL Haridwar and during the lease period.
- 2.6 No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- 2.7 The insurance coverage should be comprehensive with provisions for theft, fire, floods, riots etc. The responsibility for the insurance will rest with the vendor. Claim(s), if any, will be dealt with the underwriters directly by the vendor / lessor. Evidence of insurance policy shall be submitted to BHEL, if the vendor / lessor fails to renew the insurance policy before expiry, BHEL may affect the insurance from the lease rental.
- 2.8 Projected requirement for each equipment / software or any other component is as per tender document. The vendor shall extend the same rates for 6 months from the date of placement of original order for the additional equipment / software to be installed at BHEL Haridwar.
- 2.9 The benefit of depreciation under IT act and other related statutory provisions for the equipment supplied by the vendor under this contract will be claimed by BHEL after capitalization of goods in its books. The vendor will furnish all relevant documents to enable BHEL to claim benefit of depreciation.
- 2.10 The Lease Charges are calculated quarterly. BHEL agrees that vendor may assign the Lease Charges in favor of third party ("Assignee") and consents (subject to prior approval from BHEL) to such assignment of the Lease Charges by the vendor to the Assignee. BHEL agrees that the vendor may disclose any information or documents that it may consider necessary to help the vendor exercise these rights subject to NDA (Non-Disclosure Agreement) clauses.
- 2.11 Pursuant to the assignment of the Lease Charges by the Vendor to the Assignee, all amounts payable to the vendor under this agreement by BHEL shall be payable by BHEL to the Assignee.



Responsibilities and obligations of BHEL and the vendor under this Agreement shall remain unchanged, notwithstanding the assignment of Lease Charges in favor of the Assignee.

2.12 Price bid offer shall be valid for 120 days from the date of opening of technical bid.

3. Delivery

- 3.1 The vendor shall supply, install, test and commission the whole work in all respect within 14 weeks from the date of placement of order. Early delivery / commissioning is acceptable.
- 3.2 BHEL reserves the right to ask for a delayed delivery of a part or whole of equipment.
- 3.3 Hardware/software configuration shall be deemed as incomplete or undelivered, if any component of hardware or software within the configuration or main documentation related thereto is not delivered and if delivered is not operational or not acceptable after testing/examination.
- 3.4 In case the delivery, installation and successful commissioning schedule for the works is not adhered to, penalty at the rate of 0.5% per week (or part thereof) of the amount equivalent to lease rent of entire lease period of the remaining equipment/works (subject to a maximum of 10% of total lease rent of entire lease period) shall be levied by BHEL on the vendor. However, in the event that the delay occurs on account of fault of BHEL including on account of failure of BHEL to ensure site preparation, the period on this account will not be considered for penalty. For the purpose of this clause, part of the week is considered as a full week.
- 3.5 Penalty, if any, shall be deducted from first quarterly lease charges. In case, the penalty amount is more than the first quarterly lease charges, the same shall be adjusted from the subsequent quarters.

4. Scope of Work

- 4.1. Supply, unloading, Installation, Configuration, Commissioning, Testing and maintenance of Hardware & software as per specified configuration.
- 4.2. One set of software CDs/DVDs, O&M manuals, relevant documents / drawings and test certificates of equipment shall be submitted.
- 4.3. Acceptance Testing based on agreed ATP document.
- 4.4. Vendor should ensure the completeness of the solution. Any items / equipment, not mentioned in the BoM, but are mandatory for the completeness of the project; same shall be supplied and installed. Cost of same shall be included in the cost of existing line items of the price bid.
- 4.5. The specifications of each item has been defined in the tender document after due consideration of BHEL requirements and scalability needs. These specifications are **minimum** required specifications to meet the solution implementation needs. However, the vendor should study, on its own, at his/her own cost the requirement of BHEL and can quote specifications higher than those mentioned in the document.
- 4.6. Comprehensive maintenance of entire infrastructure for five years lease period after the successful commissioning of all the components.
- 4.7. BHEL reserves the right to relocate the equipment. Shifting of equipment from one location to another within BHEL campus shall be the responsibility of the vendor. All the requisite works like dismantling of equipment, packing, transportation etc. shall be the responsibility of the vendor. 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.



- 4.8. Vendor shall ensure back to back AMC for hardware and operating system from OEMs during entire lease period, proof to be submitted to BHEL. Any software / firmware updates, patches updates including version change should be regularly provided during the entire lease period.
- 4.9. The vendor shall provide the certificate of newness of the equipment at the time of supply of equipment.
- 4.10. No items shall be offered, whose end-of-sale has been declared by the OEM or has been declared to be under phase out. Certificate from OEM shall be submitted regarding it.

5. Installation

- 5.1 Any equipment, fitting, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor.
- 5.2 The vendor shall ensure that work is carried out by experienced, registered and certified personnel of the proposed system.
- 5.3 The vendor should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the vendor.

6. Acceptance Test Procedure

- 6.1 The vendor shall submit project completion report to BHEL once the equipment is successfully installed so that BHEL can carry out the acceptance test. All manuals, accessories etc. will be handed over by vendor to BHEL.
- 6.2 The vendor shall submit the detailed documentation of system including bill of material etc. prior to start of the acceptance test. The vendor shall give all documents in computer format.
- 6.3 All the software offered, shall be loaded completely and made functional in all respects before the start of the acceptance test by the vendor. Vendor shall demonstrate all the features of the equipment/software and show that equipment/software is performing as per specified configuration.
- 6.4 If any equipment fails during the acceptance test for three times, it will be replaced by the vendor and the acceptance test on the replaced equipment shall be performed afresh.

7. Warranty, Maintenance & Support

- 7.1. The vendor shall provide comprehensive on-site maintenance support on 8x6 hours basis. BHEL's Normal shift timings are 8 AM to 5 PM on 6 days working basis., Vendor shall provide the escalation matrix for logging the complaints.
- 7.2. Comprehensive maintenance shall include the following:
 - 7.2.1 Repair / Replacement of faulty equipment including but not limited to all plastic and/or rubber parts, adapters, batteries, etc.



- 7.2.2 Installation charges
- 7.2.3 Site inspection charges
- 7.2.4 Periodic maintenance, wherever required
- 7.2.5 Cost of Maintenance Engineers
- 7.2.6 Keeping sufficient spares to maintain the specified uptime.

7.3 After the expiry of five year lease period, the maintenance support shall be provided by the vendor on agreed maintenance charges, if BHEL desires so. The vendor should be able to provide the support for quoted products after the expiry of five year lease period.

8. Downtime Penalty

- 8.1. The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. It includes replace / repair of faulty equipment / part without any cost to BHEL. The downtime penalty will be deducted for uptime less than 98 % on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.
- 8.2. If the uptime of a particular equipment/system falls below 90% continuously for 3 months, the equipment/system shall have to be replaced with the new equipment by the vendor without any extra cost to BHEL.
- 8.3. Downtime shall be calculated on the basis of system logs / log book.

9. Risk Purchase

BHEL reserves 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 equipment, which the vendor / lessor has failed to deliver within the stipulated delivery period. The vendor / lessor shall be liable to compensate the BHEL for any loss which BHEL may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

10. Patents & Trademarks

Vendor / lessor shall at all times fully indemnify and keep indemnified the purchaser/lessee (BHEL) against all claims which may be made in respect of systems/ goods/ software supplied by the vendor/lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against the purchaser / lessee (BHEL), purchaser / lessee (BHEL) 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.

However vendor / lessor will have no obligation for any claim or 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 will be settled as per Indian laws.



11. Transfer of Ownership

The transfer of ownership of the equipment which is in efficient working condition and is also decided to be taken over by BHEL shall be automatically in favour of BHEL at the termination of the 5 year lease period on payment of token terminal amount of Re. One only.

12. Arbitration

In all cases of disputes emanating from and in references 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 Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitration shall be Haridwar only.

13. Jurisdiction

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL Haridwar.

14. Governing Law

This contract shall be governed in all respects by the Indian law.

15. Force Majeure

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, and governmental regulations superimposed after the agreement, fire, earthquakes and other such disasters.

16. Termination of Order / Lease Agreement & its Consequences

- 16.1. Lessee will issue a written notice of non-compliance to the vendor / lessor and after a rectification period of one month, termination clauses will be applicable.
- 16.2. 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.
- 16.3. Lessee reserves the right to terminate the order/contract or a portion thereof for the contracted Systems/Goods not delivered within the stipulated period, and procure from an alternate source at the risk and cost to the vendor. The vendor shall be liable to the Purchaser/Lessee for any additional costs thereof.
- 16.4. Vendor / lessor shall continue the performance of the order / contract under all circumstances, to the extent not cancelled.



- 16.5. Consequences: As soon as the lease agreement is cancelled / terminated by the lessee, no lease charges will be payable to the lessor for the cancelled part of the agreement. Meaning of “cancelled part” is either undelivered part or delivered but not adhering to our specifications / T & C and vendor is unable to rectify the issue even after rectification period.
- 16.6. **Foreclosure:** In case of foreclosure of the lease agreement in part or full by the BHEL for reasons not attributable to the lessor / vendor, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period. Ownership of the equipment shall be transferred to BHEL. Notice period of one month shall be given, in case foreclosure clause is exercised.

17. Limitation of Liability

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

18. Earnest Money Deposit (EMD)

- 18.1 EMD is to be deposited by vendor as per tender document.
- 18.2 EMD given by unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 18.3 EMD shall not carry any interest.
- 18.4 EMD by the Tenderer will be forfeited as per Tender Documents if:
- 18.4.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - 18.4.2 The tenderer does not commence the work within the period as per LOI/Contract.

19. E-Waste Disposal

- 19.1 Vendor shall ensure full compliance to E-waste (Management and Handling) Rules, 2011 for products being supplied to BHEL
- 19.2 Vendor should ensure that either they or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state.
- 19.3 Vendor shall manage a system directly or with a help of any professional agency for collection and channelization system of E-waste generated by the end of lifecycle of products supplied by it or whenever BHEL discards these products as E-waste.
- 19.4 Vendor shall arrange for collection of e-waste generated at the end-of-life from BHEL or whenever BHEL discards these products as E-waste and channelize the waste to authorized collection centers or recyclers/dismantlers under E-waste (Management and Handling) Rules, 2011. Also, Vendor shall bear all costs including transportation costs etc. involved in the aforesaid arrangement.
- 19.5 Vendor shall provide the full contact details including helpline number of the authorized collection centers and collection points or their collection mechanism being used by them to BHEL and such information should be periodically updated



20. Acceptance of LOI / Order

Letter of vendor's acceptance of the LOI / Rate Contract is to be submitted within one week of issue date of LOI / Order.

21. Information Security Requirements

BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.

BHEL Information Security Policy is as follows:

"BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."

In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

The vendor / personnel deputed by vendor shall comply with following requirements:

- Personnel deputed by vendor shall follow the ISMS system requirements.
- Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
- Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
- When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by ITX.
- He / she shall maintain and service only those equipment which comes under his /her scope of contract.
- Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
- Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- Any information security incident and / or security breaches shall be immediately reported to BHEL.
- In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.



Tender No : HW/ITX/2/1149 Dated : 17.01.2014								
Annexure -III Price Bid Sheet								
1	The lease charges are to be quoted for financial lease for 60 months, payable at the end of each quarter for 20 quarters.							
2	Total Quarterly Lease Charges (at column H) shall include Total Quarterly Equipment Cost, Installation charges, Insurance, Total Quarterly Maintenance Charges, Total Quarterly Interest Charges, etc.							
3	The comparative statement will be on total quarterly lease charges (Total of column H) plus taxes x 20 quarters. All taxes except service tax will be loaded in comparative statement to arrive at "LANDED COST TO BHEL"							
4	Lease/RTU tax and service tax on maintenance or any other service will be paid extra. Vendor will clearly mention lease/RTU tax and service tax payable on various heads.							
5	The outright purchase value of each unit shall be 20 times of column D. Equipment cost at column D should also include installation charges.							
6	All values are to be quoted in Indian Rupees.							
Sl. No.	Item Description	Unit	Qty	Per Quarter Lease Charges for UNIT Quantity				Per Quarter Lease Charges (Excluding Taxes) for Total Quantity
				Towards Equipment Cost Excluding Lease/RTU Taxes	Towards Maintenance (Excluding Service Tax)	Incidental Like Interest on Capital (Excluding Taxes)	Per Quarter Lease Charges (Excluding Taxes)	
A	B		C	D	E	F	G = D + E + F	H = C x G
1	HP Z820 workstation with Red Hat Enterprise Linux, 64 bit; Version 6.4	Nos.	2					

Note: Taxes in Percentages on Equipment, Maintenance & Incidental Like Interest on Capital and/or wherever applicable to be mentioned clearly here.

1	Taxes on Column D	
2	Taxes on Column E	
3	Taxes on Column F	

Tender No :HW/ITX/2/1149 Dated:17.01.2014		
Annexure IV - Technical Pre Qualification Compliance Sheet		
Note The vendor shall state in the "Compliance" column Y (yes) or N (no).		
Sl. No.	Description	Compliance (Y/N)
1	The bidder should be either OEM of workstations who is willing to undertake total scope of work or an authorized system integrator of the OEM of workstations having direct purchase and support agreement with OEM.	
2	<p>The bidder should have supplied and is maintaining such IT equipment in India during last 5 years. If bidder has supplied the IT equipment under lease basis which includes supply, installation & maintenance, then vendor shall submit the proof of such lease order OR If bidder has supplied the IT equipment under outright basis then bidder should submit the proof of purchase order and AMC order of similar IT equipment.</p> <p>Value of lease order or purchase order should not be less than Rs. 18 Lakhs.</p>	
3	Bidder shall have Registered Office in India. Proof to be submitted.	

Tender No :HW/ITX/2/1149 Dated:17.01.2014		
Annexure V - Technical Specifications Compliance Sheet		
Note	1	The vendor shall state in the "Compliance" column Y (yes) or N (no).
	2	Wherever specific values / ratings are desired, the same shall be given by the vendor.
	3	Various features mentioned in technical specifications should be supported in the quoted products at the time of bidding.
	4	All the specifications complied by the bidder should be verifiable through OEM's web site. Also, vendor must ensure that relevant technical brochures for each product specifying the technical features, specifications and ratings are positively enclosed.

1. Technical Specifications of HP Z820 Workstations (2 nos)

Hardware & Performance Requirement			Compliance (Y/N)	Remarks
1	Chassis configuration	HP Z820 1125W 90% Efficient Chassis		
2	Processors	2 Nos. Intel Xeon E5-2643 3.30 MHz, 10MB Cache, 4 Core processors		
3	Cooling requirements	HP Dual Processor Air Cooling Kit		
4	Graphics	NVIDIA Quadro K4000 3GB		
5	Memory	64GB DDR3-1866 (8x8GB)		
6	1st hard drive	600GB 10K RPM SAS SFF		
7	2nd hard drive	3TB 7200 RPM SATA		
8	Optical drive	DVD ROM Drive		
9	Keyboard	HP USB Standard Keyboard		
10	Mouse	HP USB Optical Mouse		
11	Monitor	Minimum 20 inch TFT (OEM make) with Aspect Ratio 5:4 or 4:3 and min resolution of 1280*1024		
12	Operating System	Redhat Enterprise Linux version 6.4 64 bit		
13	Warranty	OEM warranty for hardware and operating system for entire contract period		