



Bhagyanagar Gas Ltd.

**BHAGYANAGAR GAS
LIMITED**

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Procurement of Computers and Laptops for BGL
Locations.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/406/2017-18



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VOLUME II
OF II

VOLUME II OF II

C O N T E N T

SECTION 8	-	MATERIAL REQUISITION
SECTION 9	-	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION 10	-	TIME SCHEDULE
SECTION 11	-	TECHNICAL SPECIFICATION
SECTION 12	-	SCHEDULE OF RATES/ PRICE SCHEDULE



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Bid Document No. BGL/406/2017-18

VOLUME II
OF II

**SECTION – 8
MATERIAL REQUISITION**



BHAGYANAGAR GAS
LIMITED

Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

Material Requisition

Project : Procurement of Computers and Laptops for Various BGL Locations.
Client : M/s Bhagyanagar Gas Limited
Tender No. : **BGL/406/2017-18**

Sl. No.	Description of Items	Location / CITY	Qty
			Nos
1.1	Supply and Hardware & Software Installation of Desktop Computers (Intel Core I5 - 6th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key & Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of item(s) and as detailed in Technical Specifications in Bid Document	Hyderabad	39
1.2		Vijayawada	9
1.3		Kakinada	6
2.1	Supply and Hardware & Software Installation of Laptops (Intel Core I5 - 7th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key & Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of items and as detailed in Technical Specifications in Bid Document.	Hyderabad	16
2.2		Vijayawada	1
3.1	Supply and Hardware & Software Installation of All in one desktops (Intel Core I5 - 7th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key & Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of items and as detailed in Technical Specifications in Bid Document	Hyderabad	4



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS
LIMITED

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

SECTION – 9
SPECIAL CONDITIONS OF CONTRACT
(SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Specification of work, Drawing and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with in the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the **Value of Contract** shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standard, the Job Specifications contained herein and Codes referred to where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Letter of Acceptance/ FOI alongwith Statement of Agreed Variations.
 - ii) Schedule of Rates as enclosures to Letter of Acceptance
 - iii) Special Conditions of Contract
 - iv) Drawings
 - v) Technical/ Material Specifications
 - vi) Instruction to Bidder
 - vii) General Conditions of Contract
 - viii) Indian Standards
 - ix) Other applicable standards
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.



- 1.8 In the absence of any Specifications covering any material, design of work(s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

2.0 SCOPE OF SUPPLY

The Scope of SUPPLY shall be as set out at Material Requisition, Data Sheets and Technical Specifications given in Volume-II of tender document and supplemented by all stipulation in the total tender document.

Seller's scope shall include (a) Supply the items as per Material Requisition & technical specifications, (b) obtaining Owner's approval; (c) arranging Inspection and Testing certification; (d) obtaining dispatch clearance; (e) Packing; (f) Loading on truck/trailer and Unloading of items at Project site; (g) providing all related services as detailed in the technical specification.

2.1 Hardware & Software Installation and Network Configuration

The vendor is responsible for all unpacking, assemblies, wiring, installations, and connecting to output power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the Laptops and Software at all installation locations. The vendor will test the software and accomplish all adjustments necessary for successful and continuous operation of the Software at installation site and configuring the network for the computers installed at each locations.

2.2 Incidental services

1. The Vendor may be required to provide any or all the following services, including additional services :
 - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
 - b. Training of BGL and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
 - c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

2.3. Spare parts

1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the BGL may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the BGL of the pending termination, in sufficient time to permit the BGL to procure needed requirements and



2.4 Maintenance service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.

2.5 Training:

For each hardware and software component installed, the Vendor may be required to train the designated BGL and user Department personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

2.6. Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related item.

- 2.7. The Offered Laptop shall be Robust and of Industrial Grade. Bidder to submit the data-sheet and technical literature of the offered product.

3.0 CONTRACT PRICE

Contract Price for the scope of Supply enumerated above as indicated in the Schedule of Rates (SOR) is for delivery of material in full & good condition at BGL, Hyderabad. Contract Price also includes all charges towards packing & forwarding, GST on finished material, and freight including door delivery charges and insurance including Goods & service tax, if any.

Contract Price shall remain firm and binding till completion of supply and shall not be subject to any variation whatsoever on any account, excepting statutory variation in taxes & duties. The statutory variation in taxes & duties beyond contractual delivery period shall be to bidders account.

4.0 DIVISION OF ORDER

BGL reserves the right to divide the quantity among more than one bidder at its sole discretion and on overall least cost basis.

5.0 QUALITY ASSURANCE/QUALITY CONTROL:

- 5.1 The Contractor shall "prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
- 5.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 5.3 The Purchaser while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.



6.0 QUANTITY VARIATION

The tendered quantity may vary depending upon the project requirement. BGL reserves the right to decrease/ increase the quantity depending upon its requirement.

7.0 DISPATCH INSTRUCTIONS & PACKING

7.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

7.2 Copy of Inspection Release Certificate, Dispatch Clearance and statement showing the name of the Vessel/Trailers description and weight of material and shipping marks etc. to be submitted along with the documents.

7.3 Order quantities shall be delivered in a staggered manner in different lots as per instructions of EIC.

7.4 Packing

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the BGL .

8.0 INSPECTION / ACCEPTANCE TESTS:

8.1 Inspection/Acceptance test shall be carried out to the satisfaction of BGL at site within 7 days of submission of items.

8.2 The Inspection/Acceptance Test shall be designed by BGL and conducted by BGL's officials to their satisfaction. The vendor shall provide/extend necessary assistance to BGL in the conduct of the acceptance tests/inspection.

Inspection and acceptance tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The BGL will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the BGL sufficiently in advance so as to get the works completed before receipt of the equipment.)



b. The Inspections and tests, at the discretion of BGL, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the BGL.

c. Should any inspected or tested goods fail to conform to the specifications the BGL may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the BGL /user.

d. BGL ' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the BGL or its representative prior to the goods shipment from the country of origin.

e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.

f. The acceptance test will be conducted by the BGL, their consultant or any other person nominated by the BGL, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the BGL, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.

g. In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the BGL reserves the rights to get the Equipment replaced by the vendor at no extra cost to the BGL /user.

Acceptance certificates

On successful completion of acceptability test, receipt of deliverables etc, and after TSTSL is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the TSTSL will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

9.0 REJECTION

9.1 BGL has the right to reject the goods on receipt at site during final inspection though the goods have already been inspected and cleared at testing stage by the purchaser's inspector. However, such rejection should be strictly within the contractual terms & conditions and no new condition should be adopted while rejecting the goods during final inspection.



BHAGYANAGAR GAS
LIMITED

Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

9.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER

10.0 TERMS OF PAYMENTS

10.1 The vendor should submit the bills to the **EIC** at office that have issued the relative Purchase Order. The payments will be processed and Payment will be made through Cheque.

10.2 95% payment after the delivery and successful installation of the system subject to recoveries if any, on account of penalties as mentioned in this document. Rest after 60 days of successful running.

10.3 In case site is not ready, 80% payment will be made after the expiry of 30 days from the date of delivery upon submission of 'site not ready' certificate signed by the authorized official of BGL. 10% on installation and rest 10% after 60 days of successful running.

DOCUMENTS TO BE ENCLOSED: Invoice(s) reflecting taxes and duties, delivery challan duly acknowledged by the consignee, packing slip, Installation Report covering all the items supplied and duly signed by the department evidencing satisfactory installation of the items supplied etc., **all in duplicate**. The Invoice and Delivery Challans should indicate the Part Numbers of the various original components of OEM. A copy of the relative Purchase Order should also to be submitted along with your claim. Any change in the parts/part numbers other than those quoted in the tender is not acceptable and may lead to cancellation of order.

11.0 FREIGHT CHARGES:

Vendor shall bear Freight Charges from his stores to all the respective locations.

12.0 COMPENSATION FOR DELAY (PRICE REDUCTION /LIQUIDATED DAMAGES)

In case of delay in delivery of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of material value for the unsupplied portion per week of delay or part thereof, subject to ceiling of 5% (FIVE PERCENT) of the total order value. For details, please refer relevant clause of GCC-Goods.

The value referred in PRS clause is excluding taxes & duties.

13.0 PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT:

Bidder will provide Performance Guarantee @10% of order value within 30 days of receipt of Fax of Acceptance (FOA) / Purchase Order (PO) from the Owner. The contract performance bank guarantee shall be valid 03(three) months beyond the expiry of Warrantee/Guarantee period. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank).



However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores or equivalent US Dollars and **a declaration to** this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

Performance Guarantee for 10% of order value shall be excluding taxes & duties.

BGL shall not be liable to pay any bank charges, commission or interest on the same. Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Owner may take under the Contract pursuant to GCC-Goods.

There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

14.0 REPEAT ORDER

BGL reserves the right to place a repeat order within Six (06) months from date of purchase order for upto 50% of order quantities on same rate, terms and conditions.

15.0 DELIVERY

The delivery of the items location wise is as per the Material Requisition.

The vendor shall deliver, along with the Equipment, a complete set of systems documentation and software manual. In the case of critical internal components like Hard disks, Mother Boards, Controller Cards, DVD Writer drives etc., the manufacturer's literature/product system documentation describing the model/make and functionalities, features etc., shall also be supplied along with equipment.

No extra payment shall be made for the transportation and deemed to be included in the quoted price.

Bidder to deliver the materials at all locations as per the quantity estimated.

16.0 DELIVERY SCHEDULE

Delivery of the total order quantity within 2 months, from the date of placing the Purchase order and as per Section -10 (Time Schedule)

17.0 EXTENSION OF CONTRACT: Not Applicable

18.0 VALIDITY OF QUOTED RATES:

18.1 The rates should not be subject to any escalation in prices of components, basic material, exchange rate, taxes, duties, railway/freight and the like, labour rates, Octroi etc.

18.2 The rate should be firm for a period of six months from the date of submission of bids.

18.3 Transport of the goods to the project site(s) and inland transit insurance shall be arranged by the vendor at his cost.



19.0 WARRANTY :

- 19.1 The vendor/supplier shall warrant that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials.
- 19.2 All the hardware supplied under this tender should carry 3 years Comprehensive Onsite warranty including Labour and spares, 3 Years Accidental Damage Service or standard warranty whichever is higher of the vendor /OEM.
- 19.3 Vendor shall provide to BGL, 3 years as detailed above, free maintenance service from the latest date of installation of equipments, which shall include preventive maintenance, repair/replacement and free provision of spares, parts, kits as and when necessary from the date of satisfactory commissioning of the EQUIPMENT by the vendor/OEM and acceptance by BGL. This condition also applies towards system software and application package delivered by the vendor along with the system. The vendor should particularly ensure that the systems and other system software are free from all types of glitches and does not cause disruption or other damages to the computer system or information and data contained in the computer system at the time of installation or subsequently. Detailed conditions and covenants governing Repairs and Maintenance Services are furnished in the documents
- 19.4 **On-site Repair and Maintenance Services:** The Vendor /OEM shall (with all reasonable speed or within the period) arrange for services of qualified service engineers having sufficient knowledge of both hardware and software, acceptable to BGL at the time of installation and during warranty period for trouble shooting, repair and replacement of all kits or parts and spare parts and to render such other support services, as may be necessary for satisfactory functioning of the EQUIPMENT. No charges, fees, accommodation, boarding etc. shall be paid or provided by BGL to the service engineer or his assistants, if any.

20.0 SUBCONTRACTING /ASSIGNMENT: Not Applicable

21.0 EQUIPMENT ATTACHMENTS:

BGL shall have the right to make changes and attachments to the EQUIPMENT provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase the cost of performing repair and maintenance service.

22.0 CERTIFICATION AND AUTHORISATION

- 22.1 The vendor shall undertake that all the components/ parts/ assembly/ software shall be original new components/ parts/ assembly/ software from the respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.



23.0 FORCE MAJEURE

- 23.1 Notwithstanding the provisions mention in the document, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 23.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- 23.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 23.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 23.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

24.0 Delivery and Installation Location & Address of site (Consignee Address)

- a) **Bhagyanagar Gas Limited**
2nd Floor, APIDC Building
ParisramaBhavan,
BasheerBagh.
Hyderabad – 500 004
Tel: 040-66565083
- b) **Bhagyanagar Gas Limited – CoCo Station (Saroor Nagar)**
Suchitra, Medchal Road,
Hyderabad
- c) **Bhagyanagar Gas Limited – Mother Station (Shamirpet, Hyderabad)**
CGS cum CNG Mother Station, Survey No: 1266,
Opp. To Nalsar Law University (700 Mt. Inside),
Shamirpet (Village), Shamirpet (Mandal), Ranga Reddy Dist. Telangana
- d) **Bhagyanagar Gas Limited – Mother Station (Vijayawada)**
M/s. Bhagyanagar Gas Limited,
RS No. 70, Gollapudi Road



BHAGYANAGAR GAS
LIMITED

Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

Nr. YVR Estate, Vidyadharapuram
Vijayawada -520012, Andhra Pradesh

e) Bhagyanagar Gas Limited – Mother Station (Kakinada)

M/s. Bhagyanagar Gas Limited,
CGS cum CNG Mother Station, Plot No: 24B,
Vakalapudi Industrial Estate, Near Light House, Kakinada.

25.0 PACKING, MARKING AND SHIPMENT

The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/ air/ road/ rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

For MARKING & PACKAGING of the Laptops & Computers shall be as Section-IV of Vol I of I.

Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement of this Bidding Document.

The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the BGL.

26.0 INDEPENDENTSELLER

It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

27.0 LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/ liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/ liens, costs, consequences etc.

28.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of



Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

29.0 GOVERNINGLAW

Laws of India will govern the Agreement and Hyderabad courts will have exclusive jurisdiction on all matters related to Agreement

30.0 OWNER'S RIGHTS AND REMEDIES

Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/ or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

31.0 Clause no. 16.0 of GCC shall be appended with the following :

Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same.

32.0 Clause no. 30.4 of GCC shall be appended with the following :

SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT(S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary. When so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

33.0 FAILURE & TERMINATION CLAUSE

Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, BGL may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder:-



- (a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half percent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.

It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or

- (b) Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor, of the materials not so delivered or others of a similar description, by serving prior notice to the contractor / supplier without cancelling the contract in respect of the instalment not yet due for delivery;
or
- (c) Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired, purchase or authorise the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.
- (d) Where action is taken under sub-clause (b) or sub-clause(c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the contractor.
- (e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contract price of delayed supplies (whole unit) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/ contractor in accordance with terms of supply order, or otherwise.
- (f) Notwithstanding anything stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.



34.0 User license and patent rights

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Bhagyanagar Gas Ltd (BGL) is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The BGL will give notice to the vendor of such claim, if it is made, without delay.
2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

35.0 Delays in the supplier's performance:

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the BGL in the specifications.
2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the BGL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, BGL shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by BGL with out liquidated damages.

36.0 Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

37.0 Licensing considerations

- 38.0** The software mentioned in the Schedules of Requirement will be used throughout Telangana or user's sites even outside Telangana.

39.0 OTHERS:

- 39.1** The vendor shall warrant that the repair and maintenance service/ products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify BGL from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.



- 39.2 The vendor shall further explicitly absolve BGL of any responsibility/liability for use of systems/software delivered along with the equipment and of all cases of possible litigation / claims directly or indirectly arising out of any breach/ claimed breach of patent/ copyright / license/ trade secret or other entity of the equipment sourced either from third parties or from themselves.
- 39.3 The vendor shall, on request from BGL, furnish detailed information on training courses, which can be arranged by the vendor for the computer, for the computer hardware maintenance personnel. In the event of BGL electing to maintain the computer hardware by its own personnel or those of the third party nominated by BGL, the vendor shall, on a notice of 60 (Sixty) days to arrange to impart comprehensive training in order to equip such personnel with full capability for satisfactory maintenance of the computer hardware. The vendor shall also supply necessary engineering manuals, test equipments etc., as required for maintenance. The cost of such training and supplies shall be mutually negotiated.
- 39.4 Updates / Upgrades of systems software (Operating Systems, drivers) etc. be made available to BGL by the vendor at no additional cost.
- 39.5 The vendor and their employees shall strictly undertake not to communicate or allow to be communicated, to any person or divulge in any way any information relating to the ideas, concepts, know-how, technique, data, facts, figures and all information whatsoever concerning, or relating to BGL and its affairs to which said employees have access in the course of the performance of their obligations to BGL.
- 39.6 Within the period of warranty/ maintenance cover, BGL shall have the right to: -
- 39.7 Shift the EQUIPMENT to an alternate site of its choice, if required.
- 39.8 Disconnect/ connect/ substitute computer systems and/ or peripherals, acquired from another vendor also.
- 39.9 Install electronic components such as circuit cards etc., to enhance the System's performance.
- 39.10 The computer systems, peripherals, electronic components, circuit cards etc., referred to above may be obtained by BGL from the vendor after advance consultation with the representative of the vendor, who would not unreasonably withhold consent in these matters. BGL shall bear the charges for such shifting and reinstallation and vendor should provide necessary assistance to BGL for the smooth reinstallation process. The conditions contained herein would continue to be binding on the vendor after such shifting and reinstallation.
- 39.11 All disputes and differences of any kind whatsoever arising out of or in connection with this purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement; each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of the Indian Arbitration Act.

1) OEM and Bidder should submit the undertaking for delivery commitments as per Bid Documents



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

- 2) **OEM Product Declaration: The products quoted should not be declared as end of life at the time of delivery and OEM should support the products quoted for at least 5 years. A letter to this extent from OEM to be attached as a confirmation. The bidder to submit the declaration letter as per format in PQ forms.**
- 3) **Bids through Sub-contractor and through CONSORITUM/ Joint Venture(s) are Not Acceptable.**



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS
LIMITED

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

SECTION – 10
TIME SCHEDULE



BHAGYANAGAR GAS
LIMITED

Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

TIME SCHEDULE

1.0 TIME SCHEDULE

The time schedule for completion of the supply and installation is **60 days** from the date of Purchase order.

Time for completion of Supply is the important activity of the Contract and shall be firm and binding.

2.0 DELIVERY LOCATION WISE:

Particulars Code	Particulars	Supply		Installation	
		Desktop Computer	Laptop	MS Office 2016 (Business version)	Anti Virus (Total Security)
A	BGL - Head Office	34	16	54	54
B	BGL - Shamirpet	4	0	4	4
C	BGL – COCO (Saroor Nagar)	1	0	1	1
D	BGL – Vijayawada- M.S	5	1	6	6
E	BGL – Vijayawada- Prj. Office	4	0	4	4
F	BGL – Kakinada	6	0	6	6
G	GL- Head Office (All In One)	4	0	4	4
Total Qty		58	17	75	75



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS
LIMITED

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

SECTION – 11
TECHNICAL SPECIFICATIONS
FOR
COMPUTERS & LAPTOPS



1.0 PROJECT DETAILS

Bhagyanagar Gas Limited (BGL) is a joint venture of M/s GAIL (India) Limited and M/s Hindustan Petroleum Corporation Limited (HPCL) operating CNG & City Gas Distribution in the states of Telangana and Andhra Pradesh.

This technical specification covers the requirement of Procuring Computers and Laptops for BGL Locations

2.0 BRIEF SCOPE OF WORK

Supplier's scope of work shall include Design, detail engineering, manufacturing, assembly, factory testing, inspection (as applicable as per bid document), marking & packaging, handling, transportation, loading/ unloading at BGL stores in the respective cities, documentation etc.& commissioning spares.

3.0 REFERENCE STANDARDS

Unless otherwise specified, the latest editions of the standards mentioned herein this specification, including all addenda and revisions, shall apply. The vendor shall furnish (along with the technical bid) a copy of the approval documents, certificates (in English language only) for each of the offered model, for compliance to the requirements as standard(s) as applicable.

4.0 MANUALS & DRAWINGS :

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
3. The manuals and drawings wherever applicable shall be in English or Telugu.
4. At least one set of the manuals should be supplied for each installation sites.
5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

5.0 QUALITY ASSURANCE

The Supplier will provide details of their quality assurance procedures during the assembly of the units and for final inspection following testing BGL/ reserves the right to visit the Supplier's facilities without prior notice, and inspect test records and witness assembly and testing in progress.

6.0 GUARANTEE PERIOD

BGL also reserves the right to charge the supplier, the costs incurred by BGL in rectifying or replacing the defective units within the guarantee period.



7.0 TECHNICAL EVALUATION REQUIREMENTS

1. Conditional bids are not acceptable.
2. Vendor has to quote for all items mentioned in the tender. L-1 will be arrived by considering overall total cost of all the items in Schedule. The bid/tender will be rejected if the vendor has not quoted for all the items.
3. No options will be accepted.
4. A signed undertaking from the bidder certifying that all the Components / Parts / assembly used in the Workstation / Server / Printer /Scanner/ UPS/Software/Other peripheral components like HDD, Monitor, Memory etc. should be original new components / parts / assembly and that no refurbished / duplicate / second hand components / parts / assembly / Software's are used are or shall be used, has to be enclosed to the bid.
5. In case of parts/equipment to be repaired or replaced are not available, the bidder may use equal or higher models. All compatibility issues are the responsibility of the bidder.
6. OEM/Bidder should have valid ISO 9001:2008 certified as on the bid calling date.

8.0 PERFORMANCE REQUIREMENT AND SPECIFICATIONS

Make / Manufacturer/ Brand shall be DELL /HP / APPLE.

Bidder to quote the Make and Model No. confirming to below specifications. All models/ make(s) are of **Business Versions**.

Desktops		DEVIATIONS	
		Higher	Lower
Features	Required Specifications		
Processor	Intel Core i5-6 th gen Processor (3.5 GHz, 6 MB L2 Cache) or higher		
Motherboard & chipset	Intel or higher		
Bus Architecture	Integrated Graphics, 1 or more Full Height PCI, 1 or more Full Height PCI Express x 1 and 2 or more PCI Full Height Express x 16		
Memory	8 GB DDR4 RAM with minimum 8 DIMM slots and expandability to 32 GB or higher		
HDD	1 TB SATA 3.0Gb/s 7200RPM with 8MB Data Burst Cache or higher		
Operating System	Windows 10 Professional 64bit preloaded with media and documentation and certificate of Authenticity		



**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

Display	Size: 18” -19.5” LED Digital Colour Monitor to support TCO-05 compliance. Monitor should be Energy Star 5.0 compliant with integrated speakers.		
Keyboard	104 Keys full size premium quality		
Wireless LAN	Wireless 802.11a/b/g/n, Bluetooth 4.0+LE, Wireless HSPA 2.0, Intel WiMAX/Wifi link(802.16e and 802.11 b/g/n)		
Mouse	Optical wheel with USB interface premium quality		
Bays	5 Nos. (External : 2 Nos. 5.25” Half Height and 1 Nos. 3.5 inches for Hard Disk Drives Internal : 2 Nos. 3.5inch)		
DVD Writer Drive	12.7" SATA tray load DVD +/- RW Drive		
I/O Ports	Front : 2 USB 3.0, 2 USB 2.0, 1 microphone and 1 headphone.		
	Rear : 2 USB 3.0, 4 USB 2.0, 1 VGA Port, audio ports line out, line in and mic.		
Cabinet	Tower / Mini Tower		
Preloaded Applications	Adobe Reader, Skype, DVD writing tools, MS Office, Antivirus, Winzip etc.		
Softwares	MS Office -2016 Pro (MS Word, excel , MS-Outlook, MS –Access, MS PPT and other related softwares as per the package.		

Mid-range Laptop		DEVIATIONS	
		Higher	Lower
Features	Required Specifications		
Processor	7th Generation Intel Core i5 Processor (3 M Cache upto 2.8 Ghz) or higher		
LCD Back cover	Black / Silver		
Memory	8 GB Single Chanel 1600 MHz DDR4 RAM		
HDD	1 TB SATA 3.0Gb/s 7200RPM with 8MB. Data Burst Cache or higher		
Display	Size: 14” - 15.6” HD WLED Antiglare (1366x768)		
Graphics	NVIDIA GeForce 930M 2GB DDR3L or better.		
Keyboard	Standard full-size, spill resistant Backlit with Multi touch Touchpad		



**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

Battery	6-cell Li-Ion (Cylindrical) Battery or better		
Webcam / Speaker	Integrated HD Camera with array headphone and 2 integrated speakers		
Ports	USB 2.0x1, USB 3.0x2, HDMI, audio ports for microphone and headphone, 1shared e SATA, 1VGA, 1Gigabit Ethernet, 1 HDMI.		
Expansion Slots	8-in-1 Card Reader, 34mm Express slot		
DVD Writer Drive	12.7" SATA tray load DVD +/- RW Drive		
Wireless LAN	Wireless 802.11a/b/g/n, Bluetooth 4.0+LE, Wireless HSPA 2.0, Intel WiMAX/Wifi link(802.16e and 802.11 b/g/n)		
Operating System	Windows 10 Professional 64bit preloaded with media and documentation and certificate of Authenticity		
Carrying Case	Good quality Backpack to be provided		
OS Certification	Windows10 Professional Logo & OS Certifications		
Power Management	90W AC Adapter for India, Screen Blanking, Hard Disk and System Idle Mode in Power on, Set up Password etc.		
Preloaded Applications	Adobe Reader, Skype, DVD writing tools, MS Office, Antivirus, Winzipetc.		
Regulatory and Environmental Compliance	Energy Star Certified, EPEAT Silver		
Warranty	3 years Comprehensive Onsite warranty including Labour and spares, 3 Years Accidental Damage Service		
Softwares	MS Office -2016 Pro (MS Word, excel , MS-Outlook, MS –Accessess, MS PPT and other related softwares as per the package.		

All in one Desktops		DEVIATIONS	
		Higher	Lower
Features	Required Specifications		
Processor	Intel Core i5-6 th gen Processor (3.5 GHz, 6 MB L2 Cache) or higher		
Motherboard & chipset	Intel or higher		



BHAGYANAGAR GAS
LIMITED

Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

Bus Architecture	Integrated Graphics, 1 or more Full Height PCI, 1 or more Full Height PCI Express x 1 and 2 or more PCI Full Height Express x 16		
Memory	8 GB DDR4 RAM with minimum 8 DIMM slots and expandability to 32 GB or higher		
HDD	1 TB SATA 3.0Gb/s 7200RPM with 8MB Data Burst Cache or higher		
Operating System	Windows 10 Professional 64bit preloaded with media and documentation and certificate of Authenticity		
Display	Size: 23" LED Digital Colour Monitor to support TCO-05 compliance. Monitor should be Energy Star 5.0 compliant.		
Keyboard	104 Keys full size premium quality		
Wireless LAN	Wireless 802.11a/b/g/n, Bluetooth 4.0+LE, Wireless HSPA 2.0, Intel WiMAX/Wifi link(802.16e and 802.11 b/g/n)		
Mouse	Optical wheel with USB interface premium quality		
Bays	5 Nos. (External : 2 Nos. 5.25" Half Height and 1 Nos. 3.5 inches for Hard Disk Drives Internal : 2 Nos. 3.5inch)		
DVD Writer Drive	12.7" SATA tray load DVD +/- RW Drive		
I/O Ports	Front : 2 USB 3.0, 2 USB 2.0, 1 microphone and 1 headphone.		
	Rear : 2 USB 3.0, 4 USB 2.0, 1 VGA Port, audio ports line out, line in and mic.		
Cabinet	Tower / Mini Tower		
Preloaded Applications	Adobe Reader, Skype, DVD writing tools, MS Office, Antivirus, Winzip etc.		
Softwares	MS Office -2016 Pro (MS Word, excel , MS-Outlook, MS –Accessess, MS PPT and other related softwares as per the package.		

Anti Virus:

Required features: anti-virus, USB protection, Antispyware, Anti-malware, Firewall, Intrusion Prevention Browser protection with single management console , Internet security with 3 Years subscriptions with support updates and patches.



Micro soft office 2016 (Business Versions) -- Consisting of MS Word, excel , MS-Outlook, MS –Access, MS-PPT and other related softwares as per the package.

Bidder have fill up the above mentioned format regarding the technical Specifications and to attached relevant catalogues.

9.0 Protection against damages- site conditions:

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
 - a. Voltage 230 Volts
 - b. Frequency 50Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10oC to 48oC. The relative humidity may range in between 5% to 95%.
3. The goods supplied under the contract should provide protection against damage under above conditions.

10.0 Fail-safe procedures.

The vendor should indicate in detail fail-safe procedure(s) for the following:

1. Power failure
2. Voltage variation
3. Frequency variation
4. Temperature and humidity variations.



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS
LIMITED

**Procurement of Computers and Laptops for BGL
Locations.**

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

SECTION 12
SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES (SOR)

Sl. No	Description of Items	Location / CITY	Qty	Unit price				TOTAL FOT-delivered at site, price per unit including Packing & forwarding, Transit insurance, freight, unloading, stacking, GST & any other levy	
				Unit FOT-Despatch point Price including Packing & Forwarding	Freight Charges including transit insurance upto BGL respective sites	GST (CGSTSGST /IGST)			Unit FOT-delivered at site, price per unit including Packing & forwarding, Transit insurance, freight, unloading, stacking, GST & any other levy
				Nos	(INR)	%	Amount (INR)		Amount (INR)
1	2		3	4	5	6a	6b	8=(4+5b+6b+7)	10 = (3 x 8)
1.1	Supply and Hardware & Software Installation of Desktop Computers (Intel Core I5 - 6th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key & Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of item(s)	Hyderabad	39						
1.2		Vijayawada	9						
1.3		Kakinada	6						

	and as detailed in Technical Specifications in Bid Document								
1	Total Price of Desktop Computers	-	-						
2.1	Supply and Hardware & Software Installation of Laptops (Intel Core I5 - 7th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key & Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of items and as detailed in Technical Specifications in Bid Document	Hyderabad	16						
2.2		Vijayawada	1						
2	Total Price of Laptops	-	-						
3.1	Supply and Hardware & Software Installation of All in one desktops (Intel Core I5 - 7th Gen Processor) 1Tb HDD, 8GB Ram and Installation of recommended softwares, Operating System- Windows 10 Pro along with license keys & Software CD/DVD's from the manufacturer, MS-Office 2016 Pro along with license key &	Hyderabad	4						



Procurement of Computers and Laptops for BGL Locations.

Bid Document No. BGL/406/2017-18

VOLUME II
OF II

	Software CD/DVD from the manufacturer, Antivirus- All in one/ Total Security along with license key & Software CD/DVD from the manufacturer, Installation of items and as detailed in Technical Specifications in Bid Document								
3	Total Price of All in one Desktops	-	-						
Grand TOTAL FOT-delivered at site, price per unit including Packing & forwarding, Installation, Transit insurance, freight, unloading, stacking, GST & any other levy (Rs): (Amount in words)									

Name of the Bidder :

Signature & Seal of the Bidder :