

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/164
REF. DATE	17/05/2014
DUE DATE	02/06/2014

To,
open tender

Dear Madam/Sir,

Subject: Renewal of AMC of PDMS and related software for a period of three years for BHEL-PEM, Noida

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Renewal of AMC of PDMS and related software for a period of three years for BHEL-PEM, Noida. Detailed scope is at Annexure-I of Tender Document. EMD: The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.2, 00,000/- along with the bid in the form of a Demand Draft payable to "BHEL" and payable at New Delhi.

PAYMENT TERMS

AMC payment shall be on quarterly deferred basis i.e. payment of AMC shall be released at the end of each quarter. Penalty: If any PDMS or related software is not working, penalty @0.41% per day of yearly payment of non-working licenses (limited to total PO value) shall be levied on the bidder.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two parts. Part 1: Techno-commeciral Bid, Part 2: Price Bid

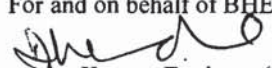
Due date for submission of bid is 02-06-2014, 2:00 PM. Part-1 bid (Techno-comemcial Bid shall be opened at 3:00 PM on 02.06.2014 in presence of representative of those bidders who wish to present.

BHEL reserves the right to finalize Prices by conducting Reverse Auction or by conventional way of price bid opening, which will be decided after techno-commercial evaluation.

In view of the above, bidders are requested to quote their most competitive prices as no negative price impact on account of non-conduction of RA shall be asked for.

Thanking You,

Yours faithfully,
For and on behalf of BHEL


Mr. Dharmendra Kumar, Engineer (it)
BHEL PEM, Noida

SCOPE OF AMC

1.0 SCOPE

Scope of the vendor shall include supply and installation of all major and minor upgrades, updates, patches and bug fixes released within the contract period free of any extra charges for all the PDMS and related software mentioned below:

Product/Module	Required no. of licenses
PDMS	28
Open steel Interface	2
Query	1
STAAD III Interface	1
Review	2
Review LE	1
Design Manager	3
PIPETNET Interface	1
PEGS	6
STRESS C (2.2.1 & 2.3.1)	2

Scope shall also include technical support on these s/w whenever required by BHEL through telephone, fax, E-mail and visits by vendor's technical personnel to BHEL office free of any extra charges. Vendor shall also offer upgrades of unsupported version from any of the above software.

2.0 CONTRACT TERMINATION

BHEL shall reserve the right to terminate the contract at the beginning of each new year of AMC.

3.0 PATENTS & TRADEMARKS

Contractor shall at all times indemnify BHEL against all claims which may be made in respect of the software/services etc. provided by the contractor, for infringement of any right protected by patent, registration of designs or trade marks, legality of usage of Software etc. In the event of any such claims being made against BHEL, BHEL will inform the Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise thereof.

4.0 PURPETUAL LICENSING:

License provided by bidder shall be perpetual.

5.0 SHARING OF LICENSES:

BHEL-PEM can share the PDMS and related software licenses with sister units of BHEL or BHEL's subsidiary (company in which BHEL owns or controls 51% or more shares) on WAN or can issue separate licenses for use at sisters units of BHEL and BHEL's subsidiary.

Technical PQR

Bidder should fulfill the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

- The bidder should be an OEM or OES **or** their duly authorized partner for this tender. Bidder to furnish certificate in this regard.
- The bidder shall also furnish satisfactory performance/ work completion certificate for similar AMC work issued by the customers for minimum 40 license of PDMS and related software.

Financial PQR

1. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should not be less than Rs.15,85,000/- (Rs. Fifteen Lakhs Eighty Five Thousand Only)
2. Net Worth as per Balance Sheet ending 31st March of the previous financial year as on tender due date should be positive.

Note: The bidder has to submit financial accounts (audited, if applicable or duly certified by Chartered Accountant)), for last three years ending 31st March (or from the date of incorporation whichever is less) as on tender due date to review the above data.

COMMERCIAL TERMS & CONDITIONS

- 1.0 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.
- 2.0 BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0** NA
- 4.0 QUALITY** : All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0** NA
- 7.0 LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 Payment Terms**: Payment for AMC of PDMS and related s/w shall be on Quarterly deferred basis i.e. payment for AMC shall be released at the end of each quarter
- 9.0 MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer only.
- 10.0 INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 DELIVERY** : The successful bidder to provide the licenses to BHEL-PEM within 4 weeks from the date of PO.
- 12.0 VARIATION** : NA
- 13.0 INDEMNITY**:
- Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.
- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.

- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

14.0 CONFIDENTIALITY : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

15.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to provide the licenses to BHEL within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of licenses delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

16.0 FORCE MAJEURE : Seller/Contractor 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 Seller/Contractor to the purchaser 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.

17.0 TERMINATION OF THE ORDER/CONTRACT

17.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

17.2 Purchaser 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 Seller/Contractor, at the risk and cost of the Seller/Contractor.

18.0 SUB-CONTRACTING : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

19.1 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, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

19.2 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.

19.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

21.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

22.0 JURISDICTION OF COURT : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.

23.0 SUBMISSION OF INVOICE : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.

24.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

25.0 RECOVERY OF OUTSTANDING AMOUNT : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

PRICE FORMAT FOR RENEWAL OF AMC OF PDMS AND RELATED SOFTWARE							
S.No.	Product/Module	Required no. of licenses	No. of years for which AMC is required	Quoted AMC Price (Rs) per year	CST @5%	Total Quoted price (Rs) for 3 years-including taxes	Grand Total for all PDMS & related s/w (Rs)-including taxes
1		A	B	C	D=C*0.05	E=(D+C)*3	F=Sum(E2:E11)
2	PDMS	28	3				
3	Open steel Interface	2					
4	Query	1					
5	STAAD III Interface	1					
6	Review	2					
7	Review LE	1					
8	Design Manager	3					
9	PIPENET Interface	1					
10	PEGS	6					
11	STRESS C (2.2.1 & 2.3.1)	2					
	Grand Total (in words)						
Note:	(I). Evaluation shall be done on total prices for all PDMS and related software (including taxes)						
	(II). Taxes and duties shall be paid at actual rate, prevailing at the time of raising the invoices						



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector – Project Engineering Management

PPEI Building, Plot No.25, Sector: 16-A, NOIDA

Annexure - I **Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.