

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

**BHARAT HEAVY ELECTRICALS LIMITED**

HEAVY POWER EQUIPMENT PLANT

RAMACHANDRAPURAM



INFORMATICS CENTRE

TENDER DOCUMENT FOR

SUPPLY OF SOFTWARE ON FINANCIAL LEASE FOR A PERIOD OF 3 YEARS

# PROCUREMENT OF SOFTWARE – 2012

## INDEX

1. SCOPE & TECHNICAL SPECIFICATIONS (ANNEXURE-I)	-	02 PAGES
2. NO DEVIATION CERTIFICATE (ANNEXURE-II)	-	01 PAGE
3. THIRD PARTY NON-DISCLOSURE AGREEMENT (ANNEXURE-III)	-	01 PAGE
4. ELIGIBILITY CRITERIA (ANNEXURE-IV)	-	01 PAGE
5. COMMERCIAL TERMS AND CONDITIONS (ANNEXURE-V)	-	06 PAGES
6. CHECKLIST (ANNEXURE-VI)	-	03 PAGE
7. PRICE FORMAT (FINANCIAL LEASE) (ANNEXURE-VII)	-	01 PAGE
8. PRICE FORMAT (OUTRIGHT PURCHASE) (ANNEXURE-VIII)	-	01 PAGE

## 1. REQUIREMENT AND PROCUREMENT PROCESS

BHEL, Ramachandrapuram proposes to procure Microsoft Software like Windows Server Enterprise Edition, System Center Configuration Manager (SCCM) and SharePoint to meet its growing business needs in areas of Knowledge Management, Windows Server Monitoring, End User Desktop Management etc. and to be in compliance with ISO-27001. The software is required on 3 year financial lease.

### 1.1. INTRODUCTION

BHEL Ramachandrapuram is extensively using information technology to meet its business requirements. All the servers, network and online business applications are being managed by an internal qualified team of engineers in Informatics Centre. To protect the growing business information of the organization, BHEL Ramachandrapuram has implemented Information Security Management System ISO 27001.

### 1.2. SOFTWARE REQUIREMENTS

There are many Windows Server Systems deployed for hosting multiple critical applications. BHEL Ramachandrapuram would like to update these Servers to the latest Operating System i.e. Latest Version of Microsoft Windows Server Enterprise Edition.

Keeping in view of the Business Continuity requirements, BHEL Ramachandrapuram would like to deploy the solution of Microsoft System Center Configuration Manager (SCCM) ensuring that all Windows Servers and Desktops managed on the network stays current. SCCM deployment will help to protect each Server & Desktop from exploitation of software vulnerabilities, and improves overall network security in the Unit.

Similarly the solution of Microsoft SharePoint which is a browser-based collaboration and document management platform from Microsoft will help in establishing a Knowledge Management Platform for the Unit.

To meet the stated requirements BHEL Ramachandrapuram is interested in procuring and implementing the following software.

Bill of Materials (To be supplied by the bidder):

S.No	Part Number	Item Name	Qty
1	P72-00473	Microsoft Windows Server Enterprise Edition Lic/SA with Media (Latest Version)	12
2	R18-00152	Microsoft Windows Server CAL Lic/SA (Latest Version)	1200
3	T9L-00246	Microsoft System Centre Configuration Manager Server Lic/SA with Media (Latest Version)	1
4	J5A-00292	Microsoft System Centre Configuration Manager Client Management Lic/SA (Latest Version)	1000
5	T9L-00246	Microsoft System Centre Configuration Manager Server Management Lic/SA with Media (Latest Version)	30
6	H04-00249 & 7JQ-00252	Microsoft Sharepoint Server Lic/SA with media & necessary Database Enterprise Edition (Processor License) (Latest Version)	2
7	H05-00192	Microsoft Sharepoint Standard CAL Lic/SA (Latest Version)	800
8	76N-00713	Microsoft Sharepoint Enterprise CAL Lic/SA (Latest Version)	200

**1.3. OTHER TERMS & CONDITIONS**

- 1.3.1. To meet the specification provided, all supporting Software / Licenses shall be included in the scope of supply and should be clearly listed as an addendum.
- 1.3.2. Latest version of the software should be provided.
- 1.3.3. All Licenses should be with 2 Year Software Assurance. Any software updates / upgrades released at a later date, the same will be supplied to M/S BHEL free of cost by the vendor or on mutually agreed terms.

NO DEVIATION CERTIFICATE  
(To be given in bidder's letter head)

Ref: BHEL's Enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

It is Certified that the offered solution vide Enquiry No. \_\_\_\_\_  
Dated \_\_\_\_\_ in response to BHEL's enquiry mentioned under reference has no  
Technical deviation from the requirement of BHEL, Ramachandrapuram given vide the Technical  
Specification (Requirement).

	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> <b>BHARAT HEAVY ELECTRICALS LIMITED</b>	<b>ISMS – 04/HY/06/002</b>	
		REV: 01	DATE: 09-11-11 PAGE: 01 OF 01

**THIRD PARTY NON-DISCLOSURE AGREEMENT (NDA)**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name

Company

Signature

## GENERAL

SNo.	Description	Vendor's Response
1	This bidding process is open to System Integrators satisfying the qualifying criteria mentioned in this tender.	
2	There can be only 1 bid from each Bidder.	
3	Bidder shall have to quote for all the Items of the Tender Enquiry as specified in the Bill of Material.	
4	All quotations should be attached with Manufacturer Authorization Form (MAF).	
5	Bidder shall satisfy statutory requirements like PAN registration, VAT registration, GST registration etc. as applicable.	
6	Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the offer is not accompanied by all documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.	
7	Purchaser reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of clauses of eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the vendor is found to be false / incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.	

## ELIGIBILITY CRITERIA:

S No.	Description	Vendor's Response
1	Bidder should be an established Organization/Firm/Company incorporated in India and engaged in providing System Integration (SI) services in India for last 3 years.	
2	Bidder should be a profitable Organization/Firm/Company in India with minimum Annual Turnover of ₹ 100 Crore from IT Sales & Services for last 3 years.	
3	Bidder should be a Certified Large Account Reseller (LAR) of Microsoft in India. A certificate from OEM (Microsoft) must be submitted to this effect.	
4	The Bidder should be able to provide support and maintenance for the offered solution at BHEL Ramachandrapuram.	

**1. BIDDER TO INFORM HIMSELF FULLY:**

- 1.1 The bidder shall closely peruse all the clauses, specifications, drawings etc., specified in the tender documents, and the offer made should be in accordance with these documents. If bidder requires any clarification and additional information on any of the tender documents/conditions, the bidder shall contact the BHEL Official inviting bids at the earliest.
- 1.2 Bidders are advised to study all the tender documents carefully and submit their offer and the Bidder obliged to honor the offer without any modifications. Any offer not meeting the scope/specifications, terms, conditions, and any other clause specified in the tender documents shall be liable to be rejected.

**2. PROCEDURE FOR SUBMISSION OF BIDS**

- 2.1 Tender dates and Tender documents can be download and available in the BHEL Website [http://www.bhel.com/tender/list\\_tender.php](http://www.bhel.com/tender/list_tender.php).
- 2.2 Earnest Money Deposit (EMD): EMD of ₹ 5,00,000/- shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad.
- 2.3 The Techno-Commercial bid and the Price Bid shall be submitted on or before 11:00 Hrs of the due date indicated in the tender notice.
- 2.4 Offer shall be made in two parts in separate envelopes, as specified below.

**Part-I: Techno-Commercial Bid**

This part shall consist of the following documents in a separate envelope:

- a) Demand Draft for ₹ 5,00,000/ towards EMD drawn in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad.
- b) Annexure – I & Annexure – II, Technical Specification & No Deviation Certificate (*Page 3–5*)
- c) Annexure – III , Non-Disclosure Agreement(*Page 6*)
- d) Annexure – IV along with Proof/record of Bidder's documents for the verification of qualification criteria. (*Page 7*)
- e) Annexure – V, General Terms & Conditions - duly completed and signed. (*Page 8–13*)
- f) Annexure – VI, Checklist (*Page 14–16*)
- g) Annexure – VII & Annexure – VIII Price Bid without price/values, but specifying the applicable Levies/Taxes - duly completed and signed. (*Page 17-18*)
- h) Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.
- i) The offer shall not contain any counter Conditions / Terms by the bidder.

**Part-II: Price Bid**

This part shall consist of the following documents in a separate envelope:

- a) Price Bid as per the format defined in Annexure – VII & Annexure – VIII. The prices shall be quoted in Indian Rupees only. (*Page 17-18*)
- b) Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

**3. MARKINGS ON THE ENVELOPE**

- 3.1 The offer "Part-I and Part-II" shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

- PART-I:           **1. "PART-I: TECHNO-COMMERCIAL BID"**  
**2. Tender Reference and Description of the Tender**  
**3. Due Date for Opening of the Tender**
- PART-II:           **1. "PART-II: PRICE BID"**  
**2. Tender Reference and Description of the Tender**  
**3. Due Date for Opening of the Tender**

The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:

- 1. Tender Notice / Tender Reference and Description of the Tender**  
**2. Due Date for Opening of the Tender**  
**3. Bidder's Address and SEAL**

**Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.**

#### 4. BID SUBMISSION

- 4.1 Bids shall be sent to the following address:

**Sr Manager / SDC & Co-Ordination  
VENDOR COMPLEX,  
BHEL, RAMACHANDRAPURAM,  
HYDERABAD – 502032**

- 4.2 Alternatively, Bids may be dropped in the "**Tender Box**" located at Vendor Cell in Vendor Complex, Administrative Building, BHEL, Ramachandrapuram.
- 4.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 11.00AM of the due date.
- 4.4 Any late/delayed bids received by BHEL after due date and time shall be summarily rejected.

#### 5. AMENDMENT OF BIDDING DOCUMENTS

- 5.1 BHEL Ramachandrapuram may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL Ramachandrapuram. Amendments made prior to submission of bid will be communicated to all the bidders.

#### 6. BID OPENING

- 6.1 PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- 6.2 For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- 6.3 Not more than two representatives will be permitted to be present for the tender opening.
- 6.4 Unsolicited bids shall not be entertained at any stage of the tendering process.
- 6.5 No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 6.6 BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

## 7. VALIDITY OF OFFER

7.1 The offer shall have a minimum validity period of 120 Days from Tender Opening Date.

## 8. TENDER EVALUATION

8.1 The offers will be evaluated based on Total Value for all the Items through 'Reverse Auction'.

8.2 No weightage or preference will be given for higher/additional warranty/configuration/rating, than what is required as per tender specifications.

8.3 **IMPORTANT:** BHEL reserves the right to process the tender through Reverse Auction or by opening the price bids. In case BHEL decides to process the tender by opening the price bids instead of reverse auction, the tender evaluation will be made based on the price bid (PART-II of Tender) submitted.

## 9. EMD

9.1 EMD by the Tenderer will be forfeited if:

- a) After opening the tender, the bidder revokes the tender within the validity period or increases his earlier quoted rates.
- b) The successful bidder does not commence the work as per the terms Contract.

9.2 EMD shall be refunded to unsuccessful bidders, normally within fifteen days of acceptance of award of work by the successful bidder.

9.3 EMD of successful bidder will be converted to Security Deposit. If Security Deposit is not applicable or provided in other form/mode, EMD will be refunded after commencement of work.

9.4 EMD shall not carry any interest.

## 10. SECURITY DEPOSIT

10.1 Successful Bidder shall furnish Security Deposit, before start of work, at the rates given below:

Up to ₹ 10 Lakhs: **10% of value of contract**

Above ₹ 10 Lakhs up to ₹ 50 lakhs: **₹ 1 Lakh + 7.5% of the amount exceeding ₹ 10 Lakhs**

Above ₹ 50 Lakhs: **₹ 4 Lakhs + 5% of the amount exceeding ₹ 50 Lakhs**

10.2 Security Deposit shall be furnished in any one of the following forms:

- a) Pay Order, Demand Draft in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad
- b) Local cheques of scheduled banks, subject to realization.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged).
- e) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged.
- f) Recovery of Security Deposit from the running bills at the rate of 10%. In this option, at least 50% of the Security Deposit shall be furnished before the start of the work and the balance (up to 50%) will be recovered from the running bills.

(Note: Acceptance of Security Deposit against point number (e) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL.

However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

- 10.3 The Security Deposit shall not carry any interest.
- 10.4 EMD of the successful bidder will be adjusted against the Security Deposit. On furnishing required Security Deposit in other form, EMD will be refunded.

Security Deposit shall be refunded after completion of the contract as per the tender terms.

## 11. DELIVERY CONDITIONS AND PENALTY

- 11.1 DELIVERY: Goods shall be delivered at BHEL, Ramachandrapuram, Hyderabad, with documents. No delivery charges / any other charges will be applicable.
- 11.2 DELIVERY SCHEDULE: All items shall be supplied within EIGHT weeks.
- 11.3 Materials not meeting the specifications shall be replaced with the specified delivery period.
- 11.4 Penalty at 1/2% per week subject to a maximum of 10% of order value.
- 11.5 **TERMINATION:** BHEL reserves the right to cancel the order for delay beyond the specified delivery date, without any monetary or legal obligations.

## 12. PAYMENT TERMS

- 12.1 Lease period will start after issue of Acceptance Certificate by BHEL Ramachandrapuram.
- 12.2 Quarterly lease rental charges become payable at the end of each quarter after certification by BHEL Ramachandrapuram.
- 12.3 Bidder shall submit the invoice in triplicate for processing the bills.
- 12.4 Pro rata deduction will be made from the lease charges for service deficiency.

## 13. LANGUAGE AND CORRECTIONS

- 13.1 The offer shall be in English only and international numerals shall be used.

## 14. AGREEMENT

- 14.1 The Successful bidder shall enter into a Lease Agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format specified by BHEL.

## 15. GOVERNING LAW

- 15.1 This contract shall be governed in all respects by India Law.

## 16. ASSIGNMENT

- 16.1 No part of this contract shall be assigned without the consent of BHEL.

## 17. CONFIDENTIALTY

- 17.1 Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
- 17.2 Non-Disclosure clause will be applicable during the execution of contract.
- 17.3 The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. The pro-forma for the Non-Disclosure Agreement is attached as Annexure-III. (Page 6)

## 18. EXEMPTIONS, CHANGES IN CONDITIONS

- 18.1 FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.
- 18.2 In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.
- 18.3 If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause.

## 19. ARBITRATION

- 19.1 In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration of the sole arbitrator appointed by the Executive Director / HEAD, BHEL, Ramachandrapuram, Hyderabad. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under.

## 20. ALTERATIONS, REJECTION OF BID AND OTHER CONDITIONS

- 20.1 BHEL reserves the right to reject the technical offer at any stage of the tender with proper reasons.
- 20.2 Bidders are requested to provide complete data / information as required by the tender documents. Any format not properly filled, partially filled or not filled or documents not provided will make the bid liable for rejection.
- 20.3 Equipment offered must have certifications as per the tender requirement and/or as applicable by relevant standard. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
- 20.4 If required BHEL is entitled to ask for any equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the bidder.
- 20.5 No change in specifications, clauses of contract, Terms and Conditions etc. shall be entertained by BHEL under any circumstances.
- 20.6 Any technical clarifications regarding the specification can be obtained from **Sr.Manager, Informatics Centre, BHEL** on all working days between 14:00hrs and 16:00hrs. Bidders are requested to seek appointment on telephone 040-23182682.
- 20.7 Any clarification pertaining to this tender can be obtained from **Sr.DGM, Purchase(CMM), BHEL, R.C.Puram, Hyderabad** on all working days of BHEL between 14:00 Hrs to 16:00 Hrs. Bidders are requested to seek appointment on telephone 040-23185127.
- 20.8 If the bidder deliberately gives wrong information, BHEL reserves the right to reject such a bid at any stage or to cancel the Order/Contract.
- 20.9 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.
- 20.10 BHEL reserves the right to cancel the tender without assigning any reason.

**CHECKLIST OF FORMATS**

(To be attached with Techno-Commercial bid (PART-I) duly filled by the bidder)

SNo	Documents with Tender	Format / Annexure	Whether Attached (Yes / No)
1	Scope and Technical Specifications	Annexure - I	
2	No Deviation Certificate	Annexure - II	
3	Non-Disclosure Agreement	Annexure - III	
4	Eligibility / Qualification criteria	Annexure - IV	
5	Bidder's documents for the verification of qualification criteria.		
6	Commercial / General Terms and Conditions	This Document	
7	EMD - ₹ 5,00,000/-		
8	Check List	Annexure - VI	
9	Price format without prices, indicating the % of Statutory Levies / Taxes	Annexure - VII & VIII	

**VENDOR DETAILS**

(To be duly filled by the bidder)

Vendor Contact Address	
Contact Official	
Phone / Mobile for communication	
Email for correspondence	

Note: Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents.

**CHECKLIST OF GENERAL TERMS & CONDITIONS OF ENQUIRY****TWO PART BID SYSTEM FOR INDIGENOUS ITEMS**

SNo	BHEL Standard Terms & Conditions	Supplier Confirmation	Comments / Remarks
1.	<p>a) Offer must be submitted in <b>two part bid system</b> for the item as per Enquiry in <b>separate sealed covers</b> :</p> <p>(i) <b>For Techno commercial un-priced bid in <u>one sealed cover/envelope</u></b> and</p> <p>(ii) <b>Another for priced bid in <u>one more sealed cover/envelope</u></b></p> <p>(iii) Both the above covers at (i) &amp; (ii) shall be put in a separate single cover clearly super scribing on the covers / envelopes the <b>Supplier Name, enquiry no. and due date.</b></p> <p>b) "Un-priced offer with technical bid" is required to be furnished by the vendor.</p> <p>c) The difference between "Un-priced offer" and "priced offer" should be only the prices wherever applicable.</p> <p>d) Hand-written offers will not be acceptable.</p> <p>e) Techno-commercial bid will be opened first and after freezing technical &amp; commercial conditions only, the price bid will be opened.</p>		
2.	<p><b>Offer validity</b> should be 120 days minimum from date of price bid opening.</p>		
3.	<p>a) <b>No revised offers will be accepted unless asked for / or any changes in specification.</b></p> <p>b) The vendors will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms &amp; conditions, only if in the opinion of BHEL such changes warrant changes in prices.</p>		
4.	<p>The quoted rates are to be on firm basis till the execution of order.</p>		
5.	<p><b>Payment Terms:</b></p> <p>a) The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate after signing the Lease Agreement.</p>		
6.	<p><b>Penalty:</b> For the delay in delivery, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total lease rent for entire lease period of all the equipment. This penalty will be deducted from the first quarter rental charges, in case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.</p>		
7.	<p>Supplies should strictly confirm to BHEL Specification. All tests should be carried out as per BHEL Spec. All test certificates, guarantee certificates &amp; Pre inspection reports should be furnished along with supplies. Clause-wise confirmation of specification is required to be submitted along with the technical bid, where ever applicable.</p>		
8.	<p><b>Registration Status:</b> Vendors to confirm the status of the registration of their firm under Micro Vendors / Small Scale Unit / Large Scale Unit. Attach documentary evidence along with the technical bid.</p>		

SNo	BHEL Standard Terms & Conditions	Supplier Confirmation	Comments / Remarks
9.	<b>Risk Purchase:</b> a) If the vendor after placement of order fails to abide by the terms & conditions of the enquiry / Purchase order, BHEL reserves the right to get the job executed from other agencies at the risk and cost of the vendor. b) If the differential cost between the other agency and the original vendor is more, the same shall be recovered from the vendor along with incidental charges. c) If the differential charges are less than the original vendor price, no benefit on this account shall be passed on to the original vendor.		
10.	<b>Force Majeure clause:</b> If the party does not supply the material within stipulated time the force majeure clause will be applicable by not performing its contractual obligations due to unforeseen events beyond its control. These events include natural disasters such as floods, earthquakes and other "acts of God," as well as uncontrollable events such as war or terrorist attack. However, it does not cover failures resulting from a party's financial condition or negligence.		
11.	<b>Terms of Delivery: FOR BHEL R.C.Puram, Hyderabad-502032</b>		
12.	Delivery time is EIGHT weeks from the date of placement of Purchase order/ Letter order.		
13.	Packing & Forwarding charges, if any to be indicated as percentage of Basic value.		
14.	Excise duty as applicable to be indicated.		
15.	Taxes & Duties ( <b>CST / VAT</b> ) to be specified in percentage wherever applicable.		
16.	Service charges if any to be indicated.		
17.	Freight charges as applicable to be indicated.		
18.	Insurance charges as applicable to be indicated.		
19.	<b>Evaluation:</b> (i) Price bids shall be evaluated on landed cost basis i.e., <b>total cost to BHEL</b> (after considering CENVAT or VAT benefit, if any) and w.r.t. the finalized technical scope and commercial conditions only. (ii) In case of discrepancy in the prices quoted by the vendor in figures and words, the price quoted in words shall prevail and the same shall be considered for evaluation.		
20.	BHEL reserves the right to increase / decrease the quantity indicated and cancel the item(s) in the enquiry.		
21.	BHEL reserves the rights for rejecting any or all offers without assigning any reason thereof, in the interest of BHEL.		
22.	The Tender received after <b>11.00hrs</b> on the due date will not be considered.		
23.	BHEL reserves the right to evaluate the tender either by reverse auction method or by conventional tendering process.		
24.	<b>Price Schedule:</b> a) Vendors are requested to submit the price bid in the format enclosed along with the enquiry. b) Price schedule duly filled up in all columns except the prices, duly signed & stamped by the vendor shall be submitted along with the techno-commercial offer.		

SNo	BHEL Standard Terms & Conditions	Supplier Confirmation	Comments / Remarks
25.	Vendor has to ensure that along with material the following documents are to be submitted for entry into factory 1.Duplicate tax invoice for transporter 2.Dispatch document (DC) 3.Purchase Order copy		
26.	<b>Reverse Auction:</b> BHEL reserves right to go for a reverse auction instead of opening the submitted price bid, based on the response received, BHEL will decide as its discretion to process the tender through reverse auction or by opening the price bids. Vendors are advised to accept reverse auction. Vendors are also advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during the reverse auction. In case BHEL decides to process the tender by opening the price bids instead of reverse auction, there is no provision for revising the quoted prices and vendors may lose the opportunity by quoting higher prices.		

**IMPORTANT NOTES**

- 1) Please fill in this format and send positively along with Techno commercial un-priced Quotation with Supplier's seal, Signature with date. Suppliers have to confirm the above clauses in above column of Supplier's confirmation-which will only be considered, no other terms & conditions of supplier's offer will be considered.
- 2) Offer shall be sent only to  
**Sr. Manager / SDC & Co-Ordination**  
**Vendor Complex**  
**Administrative Building**  
**Bharat Heavy Electricals Limited**  
**R.C.Puram, Hyderabad - 502032**

**Bharat Heavy Electricals Limited, R.C.Puram**  
**Informatics Centre**

**Price Bid Format 1 - Evaluation on 3 Year LEASE BASIS**

Sl No	Microsoft Item Code	Item Name	Qty	Per Quarter Lease Charges per UNIT Quantity(₹)						Per Quarter Lease Charges for Total Qty (₹) (Including Taxes)
				Towards Item Cost (Excluding Taxes)	Towards Maintenance (Excluding Taxes)	Incidentals like Interest on capital (Excluding Taxes)	Lease / Service Tax (%)	Lease / Service Tax Value	Lease Charge per Quarter (Including Taxes)	
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G = B + C + D + F</b>	<b>H = A x G</b>
1	P72-00473	Microsoft Windows Server Enterprise Edition Lic/SA with Media (Latest Version)	12							
2	R18-00152	Microsoft Windows Server CAL Lic/SA (Latest Version)	1200							
3	T9L-00246	Microsoft System Centre Configuration Manager Server Lic/SA with Media (Latest Version)	1							
4	J5A-00292	Microsoft System Centre Configuration Manager Client Management Lic/SA (Latest Version)	1000							
5	T9L-00246	Microsoft System Centre Configuration Manager Server Management Lic/SA with Media (Latest Version)	30							
6	H04-00249 & 7JQ-00252	Microsoft Sharepoint Server Lic/SA with media & necessary Database Enterprise Edition (Processor License) (Latest Version)	2							
7	H05-00192	Microsoft Sharepoint Standard CAL Lic/SA (Latest Version)	800							
8	76N-00713	Microsoft Sharepoint Enterprise CAL Lic/SA (Latest Version)	200							
		<b>Total</b>								<b>T =</b>
<b>Total Lease Charge for 3 Years = T x 3 x 4</b>										

**Important Notes:**

1. Calculation for applicable taxes shall be given in a separate sheet.
2. Evaluation of offers will be on the basis of Total Prices offered for above mentioned quantities. However, order placement may be for more or less quantities as compared to above mentioned quantities.
3. All prices are in Indian Rupees (₹/INR). Any variation due to Rupee - Dollar conversion rates will be to the bidders account during the complete contract period of 3 years.
4. All prices are valid for 120 days from date of opening of offers.
5. At the end of the agreement BHEL can continue to use the licensed software procured during the term of agreement, without renewing the agreement and without any kind of additional payments.

Date: .....

Vendors Signature &amp; Seal

Page 17 of 18

**Bharat Heavy Electricals Limited, R.C.Puram**  
**Informatics Centre**  
**Price Bid Format 2 - Outright Purchase Prices**

Sl No	Microsoft Item Code	Product Name	Qty	Outright Purchase Price per UNIT Quantity (₹)					Price for Total Qty (₹) (Including Taxes)
				Basic Product Price (Excluding Taxes)	Maintenance Cost (Excluding Taxes)	Specify % of Tax and Duties	Tax Value	Price per Qty (Including Taxes)	
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F = B + C + E</b>	<b>G = A x F</b>
1	P72-00473	Microsoft Windows Server Enterprise Edition Lic/SA with Media (Latest Version)	12						
2	R18-00152	Microsoft Windows Server CAL Lic/SA (Latest Version)	1200						
3	T9L-00246	Microsoft System Centre Configuration Manager Server Lic/SA with Media (Latest Version)	1						
4	J5A-00292	Microsoft System Centre Configuration Manager Client Management Lic/SA (Latest Version)	1000						
5	T9L-00246	Microsoft System Centre Configuration Manager Server Management Lic/SA with Media (Latest Version)	30						
6	H04-00249 & 7JQ-00252	Microsoft Sharepoint Server Lic/SA with media & necessary Database Enterprise Edition (Processor License) (Latest Version)	2						
7	H05-00192	Microsoft Sharepoint Standard CAL Lic/SA (Latest Version)	800						
8	76N-00713	Microsoft Sharepoint Enterprise CAL Lic/SA (Latest Version)	200						

**Important Notes:**

1. Calculation for applicable taxes shall be given in a separate sheet.
2. Evaluation of offers will be on the basis of Total Prices offered for above mentioned quantities. However, order placement may be for more or less quantities as compared to above mentioned quantities.
3. All prices are in Indian Rupees (₹/INR). Any variation due to Rupee - Dollar conversion rates will be to the bidders account during the complete contract period of 3 years.
4. All prices are valid for 120 days from date of opening of offers.
5. At the end of the agreement BHEL can continue to use the licensed software procured during the term of agreement, without renewing the agreement and without any kind of additional payments.

Date: .....

Vendors Signature &amp; Seal

Page 18 of 18