

BHARAT HEAVY ELECTRICALS LTD.

Project Engineering

(A Govt. Of India Undertaking)

Management



PURCHASE ENQUIRY

REF :	PE-LPE/200
REF. DATE	02/06/2015
DUE DATE	24/06/2015

To,

Open Tender

Dear Madam/Sir,

Subject: MICROSOFT PREMIER SUPPORT FOR 200 HOURS FOR BHEL UNITS FOR A PERIOD OF 1 YEAR FOR BHEL-PEM, HARDWAR and PSER KOLKATA.

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 3:30 P.M. on or before the above mentioned Due Date.

SCOPE:

As per Annexure-7

PAYMENT TERMS Payment for Microsoft Premier support services will be released in 4 equal instalments (irrespective of the hours used) after completion of every 3 months of services subject to of satisfactory performance. Taxes and duties shall be paid as per Govt. guidelines prevailing at the time of billing. (The invoices for Microsoft Premier Support shall be submitted by the vendor to the respective units and the payments will be released to the vendor from the respective units).

(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).

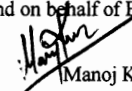
BID SUBMISSION: In two parts

Due date of submission of bids: **24-06-2015 (3:30 pm)** in presence of representatives of those bidders who wish to present.

EMD AMOUNT: Rs.60,000/-

Thanking You,

Yours faithfully,
For and on behalf of BHEL


Manoj Kumar
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Noida

Phone:

Fax No:

Regd. Office:

BHEL House
Siri Fort

SUBMISSION OF OFFER

From:

M/s -----

To

**SDGM(IT) /Dy Manager (IT)
Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA - 201301**

Subject: -Tender in response to your invitation for “MICROSOFT PREMIER SUPPORT for 200 hours for a period of 1 year for BHEL units”

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Our offer shall remain valid for acceptance for a period of four months from due date .

Very truly yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----

Sign of the Bidder

Stamp of the Bidder

TENDER DOCUMENT

FOR

**“Microsoft Premier Support for 200 hours” for a period of 1 year for
BHEL units –(PEM, NOIDA , BHEL HARIDWAR and BHEL PSER,
Kolkata)**

Tender Ref. No. : PE-LPE/200

Dated : 02-06-2015

BID SUBMISSION START DATE : from 02-06-2015

Last Submission date of tender enquiry: - 03:30 PM. on 24-06-2015

Due date for opening of bid on : - 04:30 PM. on 24-06-2015

Contact Persons :

1. Mr.Rajiv Hajela, SDGM(IT)
E-mail : rhajela@bhelpem.co.in Tel.Phone : 0120-4368836
2. Mr.Manoj Kumar Dy. Manager (IT)
E-mail : manojkumar@bhelpem.co.in Tel.Phone : 0120-4368700

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301 (INDIA)
FAX Nos. : 4329026

Last date of Submission: 24.06.2015, (03:30 PM)

Sign of the Bidder

Stamp of the Bidder

Subject: -Tender in response to your invitation for “Microsoft Premier Support for 200 hours (for a period of 1 year) for BHEL units”.

Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject service. The terms & conditions of the tender are mentioned below:-

1. Annexure 1 – Check list
2. Annexure 2 – Commercial Terms and conditions
3. Annexure 3 – No Deviation Certificate
4. Annexure 4 – Declaration certificate
5. Annexure 5 – Instructions to Bidders
6. Annexure 6 - Details of party
7. Annexure 7 - Scope of vendor
8. Annexure 8 - Price Format
9. Annexure 9 - Technical PQR
10. Annexure 10- RA terms

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Annexure-1

Check List

S. No.	Required Document	If submitted then Tick (✓)	Supporting document's Page no
1	Complete tender documents in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.		
2	Copy of sale tax registration / service tax registration/TIN no./ VAT no.		
3	Copy of PAN card.		
4	Authorization letter from OEM/OES		

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Annexure-6

Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1. 2.
4	Cell No. of Contact Person(s)	1. 2.
5	Land Line No./mobile no	1. 2.
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	

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Annexure 3

COMPANY LETTER HEAD

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

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Annexure- 4

COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. Copy of PAN/Service tax registration/sales tax registration card.

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Annexure-5

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

3.1 Tenders shall be sent/deposited in tender box, in **two parts** as described below on or before the due date indicated in the Enquiry letter, **by 3:30 p.m.**

PART-I : TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the

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Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED' or 'Q'.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II : PRICE BID

Containing **PRICES** only (to be furnished in the enclosed Price format only).
Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

3.2 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in two separate sealed envelopes (preferably cloth lined envelopes) with bidder's distinctive SEAL and each envelope super-scribed with the following :

PART-I :
1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE AND TIME OF OPENING
3. "TECHNO-COMMERCIAL BID".

PART II :
1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE AND TIME OF OPENING
3. "PRICE BID".

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

3.3 BID SUBMISSION

3.3.1 The tenders shall be sent to the following address :

Tender Box,
Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201301 (INDIA)

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Stamp of the Bidder



- 3.3.2 Tenders can also be deposited in tender box in person.
- 3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The tenders received after the **Due Date** and **Time** of tender submission will be rejected.
- 3.3.4 Dispatch department shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged".
- 3.3.5 Offers in damaged condition will not be considered and no request for extension on this account will be considered.

3.4 BID OPENING

- 3.4.1 **The offers may be opened on the due date and time as specified in the Enquiry Letter.**
- 3.4.2 Bidder shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 3.4.3 Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- 3.4.4 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.

4.0 Late tenders will be rejected.

5.0 Incomplete offers are liable to be rejected.

6.0 VALIDITY OF OFFER

Offer shall be kept valid for **6 months** from the due date, for Purchaser's acceptance.

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- 7.0** No correspondence shall be entertained from the tenderers after the opening of Price bid(s).
- 8.0** Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.
- 9.0** Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

10.0 LANGUAGE & CORRECTIONS

10.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

10.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

11.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

12.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.

13.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

14.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.
- c) to award the work in part.

15.0 DELIVERY/COMPLETION PERIOD: Microsoft Premier support services should be started within 4 weeks from the date of PO.

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16.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

17.0 TENDER EVALUATION

17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a) If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

17.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

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17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actual only (subject to against requisite documentary evidence).

18.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

19.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL websites(www.bhel.com & www.bhelpem.com) and [CPPP website](#) only. Bidders should regularly visit websites to keep themselves updated.

21.0 EARNEST MONEY DEPOSIT (EMD)

The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.60,000/- along with the bid in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." and payable at New Delhi. The bid shall be rejected without the EMD. The deposit shall not carry any interest.

- EMD by the Tenderer will be forfeited as per Tender Documents if:
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The Tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI contract is silent in this regard then 15 days after award of contract.

EMD given by all unsuccessful bidders shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.



22.0. SECURITY DEPOSIT

The vendor shall have to submit Security deposit to respective units in the form of a Demand Draft payable to “Bharat Heavy Electricals Ltd.” payable at respective place [i.e. New Delhi for BHEL-PEM, Noida, Haridwar for BHEL-Haridwar and Kolkata for BHEL-PSER] or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.

The rate of Security Deposit shall be as follows:

1. Up to 10 lakhs: **10%** of the contract value (including the element of taxes and duties)
2. Above 10 lakhs: **1 lakh + 7.5 %** of the amount exceeding Rs.10 lakhs. (including the element of taxes and duties).
3. Above Rs.50 lakhs: **Rs.4 lakhs + 5%** of the amount exceeding Rs.50 lakhs. (including the element of taxes and duties).

(EMD of the successful bidder can be converted and adjusted against the security deposit. The deposit shall be refunded after the expiry of the contract. The security deposit shall not carry any interest). Security deposit shall be liable to forfeited in case of breach/non-fulfilment of liabilities in contract by vendor.

23.0 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non - consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are available in “Information Section” of www.bhelpem.com. Business Rules for RA shall be sent to the bidders before conducting RA.

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COMMERCIAL TERMS AND 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 PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 QUALITY** : All Systems/goods/services 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 authorized in writing and signed by competent authority of this office.
- 6.0 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.
- 7.0 PAYMENT TERMS:**
- Payment for Microsoft Premier support services will be released in 4 equal installments (irrespective of the hours used) after completion of every 3 months of services subject to of satisfactory performance. Taxes and duties shall be paid as per Govt. guidelines prevailing at the time of billing. (The invoices for Microsoft Premier Support shall be submitted by the vendor to the respective units and the payments will be released to the vendor from the respective units).
- 8.0 MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 9.0 INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 DELIVERY:** Microsoft Premier support services should be started within 4 weeks from the date of PO.
- 11.0 VARIATION:** NA.

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12.0 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.

13.0 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 finalized during the course of execution of the order/contract.

14.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to start the Microsoft Premier support services 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 services. However, if accepted, liquidated Damages at the rate of half percent per week of delay shall be levied on the value of Microsoft Premier support services 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. (LD for Microsoft Premier Support shall be calculated by BHEL-PEM on the basis of unit wise report of start of Microsoft services of BHEL-Haridwar & BHEL PSER-Kolkata and LD shall be deducted by PEM, if applicable from payment against its own first invoice).

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15.0 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.

16.0 TERMINATION OF THE ORDER/CONTRACT

16.1 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.

16.2 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.

17.0 PATENTS & TRADEMARKS : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

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 Noida under any circumstances.
- 23.0 **SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department of respective units.

Sign of the Bidder

Stamp of the Bidder



- 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 – 201301, within 10 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.

Sign of the Bidder

Stamp of the Bidder



Annexure – 7

SCOPE OF SERVICES TO BE PROVIDED BY THE VENDOR AS PART OF MICROSOFT PREMIER SUPPORT PACKAGE for BHEL units

Scope includes Microsoft Premier support for a total of 200 hours for a period of 1 year (70 hours for BHEL-PEM, Noida, 100 hours for BHEL- Haridwar and 30 hours for BHEL PSER, Kolkata , from the date of PO.

Vendor should tie up with M/s Microsoft Corporation to provide the following (for the application* as mentioned below)

- 1.0 Provide BHEL with phone-based access to M/s Microsoft Corporation technical support professionals who shall provide problem solution support and proactive infrastructure support assistance.
 - 1.1 Provide BHEL with direct telephone access to M/s Microsoft Corporation best Technical Account Specialists who shall
 - Track BHEL's technical problems throughout the resolution process and keep BHEL informed of their status.
 - Facilitate the escalation of serious problems to senior engineers and Microsoft product teams.
 - Follow up with BHEL to ensure that the problem was resolved to BHEL's satisfaction.
 - Proactively supply information on BHEL's support issues, such as security alerts, patches and technical troubleshooting articles.
 - 1.2 Provide BHEL with proactive assistance from M/s Microsoft Corporation which shall include
 - Access to expert support professionals to help ensure that systems are deployed correctly and optimized to meet BHEL's needs.
 - Guidance on third-party software integration questions to help ensure that the entire solution works properly and integrates seamlessly.
- 2.0 Provide BHEL with anytime access to M/s Microsoft Corporation current product information.
- 3.0 OEM will have to appoint Service Manager(s) for each units separately for the entire contract period

Application*

1. Exchange 2010
2. Share Point 2010
3. Active Directory
4. System Centre Configuration Manager
5. System Centre Operations Manager
6. Pulse Application Server
7. Document Management System Server
8. Domain name services
9. Network storage services
10. MS based Web services
11. Dynamic Centre Configuration Protocol services
12. Hypervisor services



Annexure-8

PRICE FORMAT

S.No.	Item	Quantity	Unit of Measurement (of Item)	AMC (No. of years), if applicable	Cost for 200 hours Microsoft Premier support for a period of 1 year [without service tax] (Rs.)	Service Tax [for 200 hours Microsoft Premier support] (Rs.)	Rate of Service Tax (in %)	Total Cost for 200 hours Microsoft Premier support for 1 year [with service tax] (Rs.)
A	B	C	D	E	F	G	H	I = F + G
1	Microsoft Premier Support for 200 hrs for a period of 1 year for BHEL-PEM, BHEL-PSER and BHEL-HARDWAR	200	hours	1 Year		%	

Total price in Words: _____



Annexure-9

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 original equipment manufacturer (**OEM i.e. M/s Microsoft**) or duly authorized partner of OEM for this tender (Large Account Reseller of Microsoft).
- The bidder should have back to back agreement with OEM. In case the bidder is not the OEM, the authorization letter from OEM (M/s Microsoft) has to be submitted along with the bid documents by the bidder.
- The bidder should have signed Master Business & Services agreement (MBSA) with M/s Microsoft.
- The bidder shall also furnish satisfactory performance/ work completion certificate issued by the customers for all the Purchase Order/Work Orders.
- Bidder should sign an exclusive Microsoft Premier Support Services contract for BHEL & Microsoft Premier Support Services to be delivered directly by Microsoft to BHEL.
- BHEL will designate a representative who will authorize the use of these Microsoft Premier Support Services and OEM will send monthly reports to BHEL's representative.
- Bidder should submit signed copy of the contract between bidder & OEM within 7 working days of issue the order.
- Bidder should organize a joint meeting within 10 days of issuance of order between BHEL, bidder & OEM to ensure that Microsoft Premier Support Services are activated & service deliver planning is started.
- Bidder should provide exclusive access ID for Microsoft Premier Support Services to BHEL representative.

Support for Microsoft products:

- Microsoft Premier Support Services by the OEM: - Microsoft Premier Support Services to resolve Microsoft products related problems will start from the date of placing of the purchase order. Minimum Acceptance Criterion will be as follows: -
In case, if a product bug is identified during resolution and some patch needs to be provided for that, no hours will be deducted. Bidder should be responsible for back to back payment arrangements with OEM (M/s Microsoft), BHEL should not be responsible for any dispute between bidder & OEM (M/s Microsoft)

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 noncompliance 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 asked by BHEL), 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.
