

Project Engineering
Management

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



PURCHASE ENQUIRY

REF:	PE-LPE/393
REF. DATE	20/05/2019
DUE DATE	30/05/2019

To,
Open Tender Enquiry

Dear Madam/Sir,

Subject: Microsoft Visual Studio Professional 2019 (with downgrade right to prior version 2013)

Quotations are invited through e-procurement system. Please upload your best offer/quotation in TWO PARTS on <https://bhel.abcprocure.com> on or before 02:00 PM of above mentioned due Date i.e. **30/05/2019**. The details of the tender enquiry as mentioned below:

PAYMENT TERMS: 100 % Payment shall be released against GST compliant invoice (certified by IPDS) after the successful supply of software licence along with product key through any viable medium (CD, Pendrive, Weblink etc.)

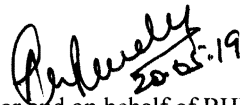
DELIVERY: 4 Weeks from the date of PO.

BID SUBMISSION: In two parts through e-procurement. **Part 1:** Techno-Commercial Bid **Part 2:** Price Bid

Enclosures:

- Instruction to Bidders-Annexure-I,
- Price Format-Annexure-II, Commercial Terms & Conditions- Annexure-III
- Details of Party, No deviation Certificate

Thanking You,


For and on behalf of BHEL

Amit Kumar Pandey
Sr. Engr./CMM, BHEL PEM, Noida

अमित कुमार पाण्डेय / Amit Kumar Pandey
वरि. अभियंता (सी.एम.एम.) / Sr. Engineer (CMM)
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना अभियंतिकी प्रबंधन
Power Sector-Project Engineering Management
पीपीईआई भवन, एच.आर.डी.आई. एच.एस.आई. कॉम्प्लेक्स
PPEI Bldg, H.R.D.I. H.S.I. Complex,
प्लॉट नं. 25, सेक्टर 15, नोएडा - 201301
Plot No. 25, Sec. 15 A, Noida - 201301

कृपया प्रेषित करें : Please reply to : फ़ोन Phone No:
बीएचईएल, पीएस- BHEL, PS-PEM, 91-120 - 4368547
पीपीईआई भवन PPEI Building, Fax No.
प्लॉट नं २५, सेक्टर १६ Plot No.25, 0120-4329045
नोएडा - २०१ ३०१ उ प्र Noida-201301 amit.kumar.pandey@bhel.in
भारत INDIA

पंजीकृत कार्यालय Registered Office
बीएचईएल हाउस BHEL House,
सीरी फोर्ट Siri Fort,
नयी दिल्ली - ११० New Delhi-110049
भारत INDIA

SUBMISSION OF OFFER

Dated:20/05/2019

From:

M/s -----

To

Sr. Manager- CMM/ Sr. Engineer-CMM

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “Microsoft Visual Studio Professional 2019 (with downgrade right to prior version 2013)”

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry at <https://bhel.abcpurchase.com/> We offer you the most competitive rate for these Items/ services. Our offer shall remain valid for acceptance for a period of 6 months from tender due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----



Subject: -Tender in response to your invitation for “Microsoft Visual Studio Professional 2019 (with downgrade right to prior version 2013)”

Annexure-I

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, NOIDA – 201301 (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.
- 2.3 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting etc. will be numbered by bid opening officials and announced during bid opening

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 3.1 Tenders shall be accepted in 2 parts [Techno-commercial bid & Price bid] on or before the due date as indicated in the Enquiry letter, by 1400 hrs through e-procurement portal [https:// bhel.abcpocure.com](https://bhel.abcpocure.com)



PART-I: TECHNO-COMMERCIAL BID

Containing Technical offer, Commercial Terms & Conditions and Un-Priced Copy of the Price Bid (Annexure-II). The un-priced copy of the 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'. The format is enclosed in Annexure-II.

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. Prices are to be quoted in format attached as Annexure-II.

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).

4.0 BID OPENING

The offer may be opened on the due date and time as specified in the Enquiry Letter (or extension thereof).

5.0 VALIDITY OF OFFER

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

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 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.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasurement 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.



- 10.0** 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.
- 11.0** Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes & duties, if any and the Purchaser in such cases shall not pay any tax & duties.
- 12.0** Software's name, trade Mark or Patent No., if any, should be specified.
- 13.0** 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:
- 13.1 to reject any or all the tenders.
 - 13.2 to split up the work amongst two or more tenderers.
 - 13.3 to award the work in part.

14.0 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.

15.1.1 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.



15.1.2 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.

15.1.3 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.

15.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any.

15.1.5 For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

16.0 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.

17.0 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.

18.0 FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS

(a) "In this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in this tender".

(b) "If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same item/product".

19.0 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, CPP Portal) only. Bidder should regularly visit websites to keep updated. Bidder to provide cancelled cheque & EFT details (in the format attached with the tender documents).



ENQUIRY NO-PE-LPE/393 DT.20/05/2019

Annexure-II

Price Format for Microsoft Visual Studio Professional 2019(with downgrade right to prior version 2013)

S.No	Item	Quantity (No's)	HSN code	Total Cost of license (exclusive of GST) [₹]	Tax of GST (IGST, GST & UGST) [₹]
1	Microsoft Visual Studio Professional 2019(with downgrade right to prior version 2013)	1	85238020		IGST@18%

Notes: Goods and Service Tax(GST) (CGST,SGST,UGST ,IGST) will be payable extra at per actual

Bnl

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.
- 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 authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING**: Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 **LOCATION & CONSIGNEE**: Complete goods will be consigned to Manager IPDS, 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**: 100 % Payment shall be released against GST complaint invoice (certified by IPDS Deptt) after the successful supply of software licence along with product key through any viable medium (CD, Pendrive, Weblink etc.)
- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 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**: 4 Weeks from the date of PO.
- 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.



COMMERCIAL TERMS AND CONDITIONS

- 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 finalised 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 provide the delivery 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 total value of contract 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.

- 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

- 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.



COMMERCIAL TERMS AND CONDITIONS

18.0 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.

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

20.0 SETTLEMENT OF DISPUTES**20.1 DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018**

BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.

A copy of the said scheme made available on BHEL web site http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme%202018.pdf

20.2 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.

20.3 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.

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

21.0 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 New Delhi, India.



COMMERCIAL TERMS AND CONDITIONS

22.0 **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.

23.0 **JURISDICTION OF COURT**: The jurisdiction to decide any disputes in the contract shall be at New Delhi under any circumstances

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

25.0 **ACCEPTANCE**: Letter of Seller/Contractor's acceptance of the LOI/ Order/ Contract shall be sent to CMM, 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.

26.0 **RECOVERY OF OUTSTANDING AMOUNT**: In the event of any amount of money being outstanding at any point in time against the, 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.

27.0 **GENERAL**

- a) Goods and Service Tax(GST) (CGST, SGST, UGST, IGST) will be payable extra at per actual.
- b) In case GST credit is delayed / denied to BHEL due to non /delayed of receipt of goods and / or tax invoice or expire of timeline prescribed in GST law for awaiting ITC, or any other reason not attribute to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- c) In case vendor declaring such invoice in his return under the BHEL GSTIN specified above and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

d) Details for raising invoice: -

Company Name: Bharat Heavy Electricals Ltd

Company Address: BHEL / PS-PEM, Plot no-25, Sector-16A, Noida-201301. Uttar Pradesh.

GSTIN: 09AAACB4146P2ZC

State: Uttar Pradesh **State Code:** 09



COMMERCIAL TERMS AND CONDITIONS

Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	OEM's authorized letter/certificate for quoting this tender	
2	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.	
3	Copy of GST registration / GST No.	
4	Copy of PAN card.	
5	EFT DETAILS OR CANCELLED CHEQUE	
6	No Deviation certificate	
7	Declaration Certificate	
8	Un price Bid [quoted with "Q"]	



COMMERCIAL TERMS AND CONDITIONS

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	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the Party	1) 2)
8	PAN No.	



BIDDER'S 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.



BIDDER'S 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 card.



COMMERCIAL TERMS AND CONDITIONS

EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S LETTERHEAD DULY ATTESTED BY YOUR BANKERS

