

Project Engineering
Management

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



| | |
|-----------|------------|
| REF : | PE-LPE/176 |
| REF. DATE | 10/10/2014 |
| DUE DATE | 03/11/2014 |

To,
OPEN TENDER
OPEN TENDER

Dear Madam/Sir,

Subject: Renewal of AMC of One No. of Tekla Software Licenses for three years from 01-Jan-2014 to 31-Dec-2016

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

SCOPE:

Scope will include renewal of AMC of Tekla Software for a period of three years from 01-Jan-2014 to 31-Dec-2016

PAYMENT TERMS

AMC payment shall be on quaterly deferred basis i.e. payment of AMC shall be released at the end of each quater.

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

BID SUBMISSION:

In Two Parts.

Part I bid (i.e. Techno Commercial offer) shall be opened at 11:00 AM on the due date in the presence of representative of those bidders who may like to be present.

Annexure I , II, III, IV, V VI are enclosed.

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Samraj Singh
BHEL PEM, Noida

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

Regd. Office:
BHEL House
Siri Fort

TERMS AND CONDITIONS

(FOR ANNUAL MAINTENANCE CONTRACTS (AMC))

1. Prices shall be net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance etc. and remain valid for entire duration of the Contract.
2. PRICES shall remain FIRM without any variation for the entire duration of the Contract.

3. PAYMENT TERMS

Payment for AMC of s/w shall be on quarterly deferred basis i.e. payment for AMC shall be released at the end of each quarter.

4. COMPENSATION

Maintenance shall be carried out by competent and experienced personnel. Any loss/damage resulting from improper handling by any personnel deputed by the contractor shall be recovered from the bills of the contractor.

5. SCOPE

Scope of the vendor shall include supply and installation of all major and minor upgrades, updates, patches and bug fixes released within the contract period free of any extra charges. Scope shall also include technical support on this s/w whenever required by BHEL through telephone, fax, E-mail and visits by vendor's technical personnel to BHEL office free of any extra charges.

6. CONTRACT TERMINATION

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

7. PATENTS & TRADEMARKS

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

8. SUB-CONTRACTING

Contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior consent of BHEL in writing.

9. ARBITRATION

Any question, dispute or difference arising under or out of or in connection with the Contract shall be settled by Arbitration under the Indian Arbitration and Conciliation Act. The Arbitrator shall be appointed by the competent authority of BHEL.

10. JURISDICTION

The court of the place from where the Contract is issued shall alone have the jurisdiction to decide any dispute arising out of or in connection with the Contract.

11. SUBMISSION OF INVOICE

All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector-16A, NOIDA-20130, Uttar Pradesh.

12. ACCEPTANCE

Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT- DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO 25, SECTOR-16A, NOIDA- 201 301, within 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.





Technical PQR

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

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

COMMERCIAL TERMS & CONDITIONS

- 1.0 **GENERAL**: The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

- 2.0 **BANK CHARGES**: Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

- 3.0 **QUALITY**: All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.

- 4.0 **CHANGE OF ORDER**: No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.

- 5.0 **LOCATION & CONSIGNEE**: Complete Systems/goods/AMC services 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 same.

- 6.0 **Payment Terms**: AMC payment shall be on quarterly deferred basis i.e. Payment of AMC shall be released at the end of each quarter.

- 7.0 **MODE OF PAYMENT**: Payment will be made by way of Electronic Fund Transfer only.

- 8.0 **INTEREST**: No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

- 9.0 **DELIVERY**: N/A.

- 10.0 **VARIATION**: NA

- 11.0 **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.

12.0 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.

13.0 LIQUIDATED DAMAGES: N/A.

14.0 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.

15.0 TERMINATION OF THE ORDER/CONTRACT

15.1 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.

15.2 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.

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

17.0 SETTLEMENT OF DISPUTES

17.1 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.

17.2 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.

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

18.0 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 afore said, 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.

- 19.0 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.
- 20.0 JURISDICTION OF COURT:** The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 21.0 SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 22.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 23.0 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.
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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, 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 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 2:00 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



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)



- 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 Six months from the due date, for Purchaser's acceptance.



- 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 : N/A.

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

17.1.3 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. 20,000/- 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 within 15 days after award of contract

EMD of unsuccessful bidder shall be returned normally within 15 days from the date of acceptance of order by successful bidder.

22.0. SECURITY DEPOSIT

The vendor shall have to submit Security deposit to BHEL-PEM in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." Payable New Delhi 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-fulfillment 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.

**PRICE FORMAT**

| | Item | Quantity (nos.) | No. of years of AMC (years) | Unit Cost (per license per year) (Rs.) | Total cost (without tax) (Rs.) | Service Tax (@12.3 6%) for 1 lic. (Rs.) | Total Service tax for 01 no license s (for 3 years) (Rs.) | Total Cost for 3 years AMC for 01 no. Tekla license (including Service tax) (Rs.) |
|-------|---|--------------------|--|---|---|--|--|--|
| | | A | B | C | $D = A \times B \times C$ | E | $F = A \times B \times E$ | $G = D + F$ |
| 1 | Renewal of Tekla software license for a period of 3 years | 01 | 3 | | | | | |
| TOTAL | | | | | | | | |

Grand Total (in words): _____



BIDDER's LETTER HEAD

Annexure VI

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.

Signature and Seal of the Bidder

Signature and Seal of the Bidder

Project Engineering
Management

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



| | |
|-----------|------------|
| REF : | PE-LPE/176 |
| REF. DATE | 10/10/2014 |
| DUE DATE | 03/11/2014 |

To,
OPEN TENDER
OPEN TENDER

Dear Madam/Sir,

Subject: Renewal of AMC of One No. of Tekla Software Licenses for three years from 01-Jan-2014 to 31-Dec-2016

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

SCOPE:

Scope will include renewal of AMC of Tekla Software for a period of three years from 01-Jan-2014 to 31-Dec-2016

PAYMENT TERMS

AMC payment shall be on quaterly deferred basis i.e. payment of AMC shall be released at the end of each quater.

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.

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Annexure I , II, III, IV, V VI are enclosed.

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Sanjay Singh
BHEL PEM, Noida

Please reply to:
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Phone:
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Regd. Office:
BHEL House
Siri Fort