



**SERVICE  
ENQUIRY  
(IMPORTS)**

# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

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PHONE : 91-431-25277331  
GRAMS : BHARATELEC  
FAX NO : 91-431-2520719  
E-mail : srchandran@bheltry.co.in  
WEB : http://www.bhel.com

|   |            |              |                        |
|---|------------|--------------|------------------------|
| Vendor Code :   | Enquiry No | Enquiry Date | Due Date for Quotation |
| Vendor Name :<br>Open Tender Dummy Code   | 2651500003 | 20.02.2015   | 18.03.2015             |
| Please quote Enquiry No, Date and due date in all correspondences.<br>This is only a request for quotation and not an order |            |              |                        |

## ITEM NO ITEM DESCRIPTION

### 10 Software Assurance

Software Assurance for Existing Microsoft Office Licenses

1a) Office Std ALNG SA MVL (Part No 021-05464)-24216 Copies

1b) Office ProPlus ALNG SA MVL (Part No 269-05704)-2700 Copies

| SINo | Description                              | Delv Date | Quantity | UOM |
|------|--|-----------|----------|-----|
| 10   | Software Assurance for existing Licenses | 31.03.15  | 1.000    | AU  |

### 20 True Up Prices - 1st Year

True Up price for Additional 1000 copies

of Office Std ALNG Lic SA Pk MVL

(Part No 021-05331)

| SINo | Description               | Delv Date | Quantity | UOM |
|------|---------------------------|-----------|----------|-----|
| 10   | True Up Prices - 1st Year | 31.03.15  | 1.000    | AU  |

### 30 True Up Prices - 2nd Year

True Up price for Additional 1000 copies

of Office Std ALNG Lic SA Pk MVL

(Part No 021-05331)

| SINo | Description               | Delv Date | Quantity | UOM |
|------|---------------------------|-----------|----------|-----|
| 10   | True Up Prices - 2nd Year | 31.03.15  | 1.000    | AU  |

### 40 True Up Prices - 3rd Year

True Up price for Additional 1000 copies

of Office Std ALNG Lic SA Pk MVL

(Part No 021-05331)

| SINo | Description               | Delv Date | Quantity | UOM |
|------|---------------------------|-----------|----------|-----|
| 10   | True Up Prices - 3rd Year | 31.03.15  | 1.000    | AU  |

## General Note:


- \* Purchase Order will be placed by CSIT.
- \* Bill verification, Passing and Payment will be done by CSIT.
- \* Receipt of Bank guarantee and tracking the same will be done by CSIT

1. Please submit your detailed offer in two part bid system i.e  
Part-I. Technical bid+ Checklist (Annexure-A) + unpriced bid with  
indicating taxes & duties (Annexure-II) in a sealed cover super scribing

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the  
tenderers who may like to be present.  
Late tenders are liable to be rejected.

**T. VENKATESWARAN**  
Deputy General Manager  
MM / RM / Purchase / CP & SP  
BHEL, TIRUCHY - 620 014.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

  
MANAGER / PURCHASE  
(Fossil Boilers)



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

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on the cover as "TECHNICAL & COMMERCIAL BID / PART-II"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as Part-II

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided Annexure-A. All the Annexures should be filled and submitted along with the technical bid (no row shall be left blank), else your offer is liable for rejection.

3. Offers with validity of less than 120 days and non-acceptance of RA, PBG & Payment terms, will lead to rejection of submitted offer.

4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

5. All clarifications may be sought at least seven days prior to tender due date, from the undersigned with due written request.

6. Order shall be placed on single vendor on cumulative L1 basis for total machines

7. Signed Integrity Pact (IP) should be furnished along with offer. IP should be signed by authorized official of the bidder. Offer without signed IP will not be considered

8. This contract will be monitored by independent external monitor by name Mrs. Pravin Tripathi, IA and AS (Retd.)

9. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-A/Point no.16)

10. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

11. Vendors are requested to avoid the following points while submitting the Bid Documents:

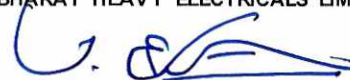
- a) Loose or spiral bound bid documents are not encouraged.
- ,,b) In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.

12. Those who would like to participate the opening of bid, shall have to produce

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**T. VENKATESWARAN**  
Deputy General Manager  
MM / RM / Purchase / CP & SP  
BHEL, TIRUCHY - 620 014.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

  
MANAGER / PURCHASE  
(Fossil Boilers)





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company ID proof and authorization letter at the time of tender opening.

13. BHEL will consider MSME vendor as per Government guidelines.

## List of Attachments:

- 1.,, Technical specification-Annexure-I
- 2.,, Model Price bid format Outright Purchase- Annexure-II
- 3.,, Commercial Terms and Conditions - Annexure-A
- 4.,, 2. No Deviation Certificate - Annexure-B
- 5.,, Integrity Pact - Annexure-C
- 6.,, Third Party non-Disclosure Agreement - Annexure-D

## Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us before the time of opening of tenders.  
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Late tenders are liable to be rejected.

**T. VENKATESWARAN**  
Deputy General Manager  
MM / RM / Purchase / CP & SP  
BHEL, TIRUCHY - 620 014.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE  
(Fossil Boilers)

## Annexure-I

BHEL TIRUCHIRAPPALLI - INFORMATICS CENTRE

RFQ for Renewal of Microsoft Office Enterprise Agreement

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**Annexure-I****1 PREAMBLE**

Bharat Heavy Electricals Ltd. proposes to renew Microsoft Office Enterprise Agreement with Microsoft through OPEN Tendering process.

This proposal consists of the following:

- 1.1. Renewal of Software Assurance for Microsoft Office Standard Edition for 24,216 licenses.
- 1.2. Renewal of Software Assurance for Microsoft Office Professional Plus for 2,700 licenses.
- 1.3. Renewal of True-up price for 1000 licenses\* of Microsoft Office Standard Edition for first year.
- 1.4. Renewal of True-up price for 1000 licenses\* of Microsoft Office Standard Edition for second year.
- 1.5. Renewal of True-up price for 1000 licenses\* of Microsoft Office Standard Edition for third year.

(\* - estimated number, not actual)

The renewal of licenses of all the components in the tender will be valid for a period of 3 years. This proposal covers supply and maintenance of the software as per the Enterprise Agreement.

**2 ELIGIBILITY CRITERIA FOR BIDDERS**

The tender is open to bidders qualifying all of the following eligibility criteria. Bidder should provide required proofs to demonstrate their qualifications.

- 2.1. The bidder should be a company/firm registered/incorporated in India.
- 2.2. The bidder should be an existing Large Account Reseller (LAR) of Microsoft Office Licenses as on the date of bid submission. He should have successfully executed Microsoft Enterprise Agreement for a minimum of 8,000 MS office licenses in single PO, and should enclose as proof either PO copy or other verifiable evidences in the name of bidder mentioning complete PO details.
- 2.3. The bidder should have had a positive Net Worth in each of the last 3 financial years. Audited balance sheet and P&L account for the last 3 years should be submitted.
- 2.4. The bidder should not be involved in any bankruptcy issues. The bidder should submit a declaration to this effect.
- 2.5. The bidder should not be under Hold or Blacklist by any of the BHEL units as on the bid opening date, for any of product or service related to IT.
- 2.6. Bidder should enclose proof of LAR of Microsoft Office Licenses as well as Authorisation letter from Microsoft to participate in this tender.

**Note:**

- i. Certificates and evidences should be provided as proofs for all the above mentioned eligibility criteria.
- ii. If the bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.
- iii. BHEL reserves the right to accept or reject the proof submitted by bidder in case of any dispute.

**3 SPECIAL INSTRUCTIONS TO THE BIDDER**

- 3.1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.
- 3.2. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
- 3.3. All updates /upgrades of the software shall be provided during the entire 3 year lease period at no extra cost. The bidder shall give commitment letter in this regard.

## Annexure-I

4 SCOPE OF WORK

- 4.1. Software Assurance for Microsoft Office Standard Edition for 3 years 2015-2018.
- 4.2. Software Assurance for Microsoft Office Professional Edition for 3 years 2015-2018.
- 4.3. Pricing for True-up value at the end of first, second and third years.
- 4.4. Assurance for the benefits of Enterprise Agreement.
- 4.5. Update / upgrade support and Maintenance of the software.

5 BILL OF MATERIALS

The bill of materials under this contract is given below in Table 1.

**Table 1 – Bill of Materials**

| Sl. No. | Product Name   | Microsoft Item code | No. of Licenses |
|---------|--|---------------------|-----------------|
|         | Software Assurance for:-   |                     |                 |
| 1       | Microsoft Office Standard ALNG SA MVL  | 021-05464           | 24216           |
| 2       | Microsoft Office Pro Plus ALNG SA MVL  | 269-05704           | 2700            |
|         | True up Price for Additional Licenses of Microsoft Office Standard ALNG SA MVL:- |                     |                 |
| 3       | True up price Year 1   | 021-05331           | 1000**          |
| 4       | True up price Year 2   | 021-05331           | 1000**          |
| 5       | True up price Year 3   | 021-05331           | 1000**          |

\*\* - estimated number.

6 SERVICE LEVEL AGREEMENT

- 6.1. Bidder shall be responsible for continuous supply of update / upgrade of the software supplied under the scope of this tender for the entire period of 3 years.
- 6.2. The bidder shall produce proof of agreement with the OEM, for support of the software during the entire period of 3 years.
- 6.3. The prices to be quoted are firm and in Indian Rupees only.
- 6.4. Delivery Terms: within 3 weeks from the date of purchase order and FOR destination for the software license. The software will be electronically downloaded by BHEL from the web site of Microsoft pursuant to license agreement with Microsoft.

6.4.1 Place of Delivery and Consignee: Shri Ajay Bagati

Sr. Manager (CS&IT), BHEL, Sector-16A, Noida (UP)

6.5 Packaging and Forwarding: Inclusive

6.6 Payment Terms:

- a. 100% within 45-90 days on delivery of software licenses / software assurance and against submission of Performance Bank Guarantee equivalent to 10% of the order value valid for a period of one year and renewable if required. Payment of software licenses / software assurance for the three years will be made in three equal instalments at the beginning of each year.
- b. Applicable taxes shall be indicated clearly in the offer. Any change in taxes like Service tax & VAT or introduction of any new applicable tax in future by the Government will be to BHEL's account on submission of documentary evidence by the vendor.
- c. True-up prices will be paid annually at the end of each year based on the actual desktops/ laptops added during the year. If market prices (including software assurance) of MS Office, certified by Microsoft India, are lower than the contract prices, the market prices will be payable in place of true-up prices. An indemnity certificate shall be submitted by the supplier stating that in case the market prices are found to be lower than the true-up prices, recovery will be effected from the payments due to the supplier.
- d. Penalty: If the vendor fails to deliver the software license within the delivery period, a penalty @0.5% per week or part of the week (subject to a maximum of 10% of PO value) will be recovered.

6.7 Non-Disclosure Agreement (NDA): The NDA is to be signed and submitted as per format enclosed.

6.8 Any other terms and conditions: As per Enterprise Agreement and enquiry reference no. referred above.

## Annexure-II

7 PRICING FORMAT

The bidder shall use Table 2 below for specifying the prices of the licenses.

**Table 2 - Pricing format for MS Office Enterprise Agreement (EA) Renewal for BHEL**

| Sl. No.  | Product Name                | Microsoft Item Code | Quantity | Software Assurance (SA) for three years per license (Rs.) | Software Assurance (SA) for three years for ALL licenses (Rs.) | Software Assurance (SA) per year per License (Rs.) | Software Assurance (SA) per year for ALL licenses (Rs.) |
|--|-----------------------------|---------------------|----------|---|--|--|---|
|  |                             |                     | A        | B   | C=A x B  | B / 3  | C / 3   |
| <b>I) Renewal cost of Software Assurance for Existing Licenses</b> |                             |                     |          |   |  |  |   |
| 1  | Office Std ALNG SA MVL      | 021-05464           | 24216    |   |  |  |   |
| 2  | Office Pro Plus ALNG SA MVL | 269-05704           | 2700     |   |  |  |   |
|  | Total without taxes(I)      |                     |          |   |  |  |   |
|  | Sales Tax / VAT (@ _____ %) |                     |          |   |  |  |   |
|  | Service Tax (@ _____ %)     |                     |          |   |  |  |   |
|  | Total with taxes (I)        |                     |          |   |  |  |   |

| Sl. No.   | Product Name                       | Microsoft Item Code | Quantity (for Evaluation purposes only) | Unit Rate (Rs.) | Total Cost (Rs.) |  |  |
|---|------------------------------------|---------------------|---|-----------------|------------------|--|--|
|   |                                    |                     | A                                       | B               | C=A x B          |  |  |
| <b>II) True up Prices for Additional Licenses</b> |                                    |                     |   |                 |                  |  |  |
| <b>1. Office Std ALNG LicSAPk MVL</b>             |                                    |                     |   |                 |                  |  |  |
| 1   | True up price Year 1               | 021-05331           | 1000                                    |                 |                  |  |  |
| 2   | True up price Year 2               | 021-05331           | 1000                                    |                 |                  |  |  |
| 3   | True up price Year 3               | 021-05331           | 1000                                    |                 |                  |  |  |
|   | Total without taxes(II)            |                     |   |                 |                  |  |  |
|   | Sales Tax / VAT (@ _____ %)        |                     |   |                 |                  |  |  |
|   | Service Tax (@ _____ %)            |                     |   |                 |                  |  |  |
|   | Total with taxes (II)              |                     |   |                 |                  |  |  |
|   |                                    |                     |   |                 |                  |  |  |
|   | Summary of Prices                  |                     |   |                 |                  |  |  |
|   | Grant total without taxes (I + II) |                     |   |                 |                  |  |  |
|   | Grant total with taxes (I+II)      |                     |   |                 |                  |  |  |

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its  
notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and  
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED  
Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



# **BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**

## **CAPITAL PURCHASE**

Annexure-A

### **ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

#### **CHECK-LIST FOR VENDORS**

| SI No | DESCRIPTION   |
|-------|---|
| 1.    | <p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"> <li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked <b><u>"Part I - Technical and commercial bid"</u></b>, indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li> <li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked <b><u>"Part II - Price bid"</u></b>, indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li> </ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as <b>"Part I and Part II of Enquiry No., due date of opening"</b> and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered. Tender should not be addressed to any Individual's name but only by designation to:</p> <p style="text-align: center;"><b>Sr. DGM / CAPITAL PURCHASE / MFG<br/>24 BUILDING, 4TH FLOOR<br/>BHARAT HEAVY ELECTRICALS LIMITED<br/>HIGH PRESSURE BOILER PLANT<br/>TIRUCHIRAPALLI - 620 014<br/>TAMIL NADU, INDIA</b></p> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p> |
| 2.    | <p><b><u>OPENING OF TENDERS</u></b></p> <p>The Part I- Technical &amp; commercial bid would be opened on the Tender opening date.</p> <p>Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I (Point no.16).</p> <p>Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA</p>   |
| 3.    | <p><b><u>TAXES AND DUTIES :</u></b></p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 &amp; BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p><b>Cenvat credit &amp; VAT credit</b> (for Indian Bidders only): If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing <b>CENVAT</b> credit for his input materials, the effect of proforma credit should be passed on to the purchaser</p> <p><b>Income Tax applicable</b><br/>Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&amp;C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier</p>  |

| No row shall be left blank. Please indicate NA, in case the item is "not applicable" |   | Vendor's confirmation |
|--|---|-----------------------|
| 4.   | <b>Validity:</b> Validity of the offer should be <b>120 days</b> from the date of tender opening.   |                       |
| 5.   | <b>Release of Purchase Order:</b> <ul style="list-style-type: none"> <li>➤ Order shall be placed on single vendor on cumulative L1 basis</li> <li>➤ Purchase order will be placed by CSIT</li> <li>➤ Payment will be done by CSIT</li> </ul>  |                       |
| 6.   | <p><b>Payment terms</b></p> <p>100% within 45-90 days on delivery of software licenses / software assurance and against submission of Performance Bank Guarantee equivalent to 10% of the order value valid for a period of one year and renewable if required. Payment of software licenses / software assurance for the three years will be made in three equal instalments at the beginning of each year.</p> <p>True-up prices will be paid annually at the end of each year based on the actual desktops/ laptops added during the year. If market prices (including software assurance) of MS Office, certified by Microsoft India, are lower than the contract prices, the market prices will be payable in place of true-up prices. An indemnity certificate shall be submitted by the supplier stating that in case the market prices are found to be lower than the true-up prices, recovery will be effected from the payments due to the supplier</p> <p>Any deviation in the above payment term will attract loading as mentioned below.<br/> "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.</p>  |                       |
| 7.   | <p><b>Performance Bank Guarantee (PBG):</b> The Bidder, in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to <b>10% (Ten percent)</b> of the value of the contract. The PBG shall be valid for a period of 18 months from the date of dispatch or <b>12 months</b> from the date of receipt / acceptance / commissioning of the software at BHEL, Tiruchi whichever is more, with a claim period of two months.</p> <p>The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks.</p> <p><b>LIST OF CONSORTIUM BANKS</b><br/> 1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD.</p> <p><b>LIST OF NATIONALISED BANKS</b><br/> 1.ALLAHABAD BANK 2.ANDRHA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB &amp; SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER &amp; JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK</p> <p><u>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</u></p> |                       |
| 8.   | <p><b>Liquidated damages (LD):</b><br/> If the vendor fails to deliver the software license within the delivery period, a penalty @0.5% per week or part of the week (subject to a maximum of 10% of PO value) will be recovered.</p> <p>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p>  |                       |
| 9.   | <p><b>Risk Purchase:</b><br/> Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>  |                       |
| 10.  | <p><b>Delivery terms and evaluation process:</b></p> <p><b>Delivery Terms-FOR Destination</b><br/> Place of Delivery and Consignee: Sr. Manager (CS&amp;IT), BHEL, Sector-16A, Noida (UP)</p> <p><b>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)</b></p>   |                       |

|     |  |  |
|-----|--|--|
| 11. | <b>Guarantee:</b><br>Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the software or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Also, a PBG has to be given which shall cover the guarantee period (with additional 2 months as claim period).  |  |
| 12. | <b>Delivery period</b><br>Within 3 weeks from the date of purchase order and FOR destination for the software license. The software will be electronically downloaded by BHEL from the web site of Microsoft pursuant to license agreement with Microsoft.   |  |
| 13. | <b>Test certificates / Operating and Maintenance manuals:</b><br>The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.   |  |
| 14. | Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value.<br>Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.   |  |
| 15. | <b>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</b>   |  |
| 16. | <b>Reverse Auction (RA):</b><br>BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below<br>Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. <ol style="list-style-type: none"> <li>For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>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.</li> <li>BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>Reverse auction will be conducted on scheduled date &amp; time.</li> <li>At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</li> <li>In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</li> <li>BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li><u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>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.</li> </ol> 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. |  |

|   |   |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
|---|---|-----------------|--|---|--|--|--|-------------------|--|------------|--|--------|--|--------|--|-------------|--|-----------------|--|-----------------------------|--|-------------|--|-----------|--|--|--|
| 17.   | <b>Special Provisions for Micro and Small Enterprises (MSE)</b><br>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per <b>Annexure - III</b> ) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.  |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| 18.   | <ul style="list-style-type: none"> <li>➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used.</li> <li>➤ Incomplete offers will not be considered for further processing Fixed price:</li> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All items / Services including concerned personnel for carrying out the installation and commissioning of the software shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ The vendor shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost</li> <li>➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> </ul> |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| 19.   | <b>Company Details &amp; Contact</b><br><table border="1" style="width: 100%;"> <tr> <td colspan="2">Full Address of the company for future correspondence. (Copy of address proof &amp; PAN card shall be attached along with Part-I)</td> <td colspan="2"></td> </tr> <tr> <td>Company Email ID:</td> <td></td> <td>Phone No.:</td> <td></td> </tr> <tr> <td>Fax No</td> <td></td> <td>PAN No</td> <td></td> </tr> <tr> <td>CST /TIN No</td> <td></td> <td>Service Tax No.</td> <td></td> </tr> <tr> <td>Name of the contact person:</td> <td></td> <td>Mobile No.:</td> <td></td> </tr> <tr> <td>e-mail ID</td> <td></td> <td></td> <td></td> </tr> </table>   |                 |  | Full Address of the company for future correspondence. (Copy of address proof & PAN card shall be attached along with Part-I) |  |  |  | Company Email ID: |  | Phone No.: |  | Fax No |  | PAN No |  | CST /TIN No |  | Service Tax No. |  | Name of the contact person: |  | Mobile No.: |  | e-mail ID |  |  |  |
| Full Address of the company for future correspondence. (Copy of address proof & PAN card shall be attached along with Part-I)               |   |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| Company Email ID:   |   | Phone No.:      |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| Fax No  |   | PAN No          |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| CST /TIN No   |   | Service Tax No. |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| Name of the contact person:   |   | Mobile No.:     |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| e-mail ID   |   |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| 20.   | <b>Blank price bid format (Annexure-B) indicating applicable percentage of taxes &amp; duties shall be submitted along with Part-I</b>  |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |
| For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <pgavictor@bheltry.co.in> |   |                 |  |   |  |  |  |                   |  |            |  |        |  |        |  |             |  |                 |  |                             |  |             |  |           |  |  |  |

**NOTE**

- a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) No row shall be left blank. Please indicate NA, in case the item is "not applicable"

**Declaration:-**

I/We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Name:  
Designation:

Signature with date:

(AFFIX OFFICIAL SEAL HERE)

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

**No Deviation Certificate**

(To be given in bidders 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 with the requirement of BHEL, Trichy given vide the Technical  
Specification (Requirement).

Signed By :

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Stamp & Seal:

Note:

- a) This 'Checklist and No Deviation Certificate' will be enclosed in Part-I of the offer.
- b) The offers without this certificate will be summarily rejected and other part(s) of the offer will not be opened



## **INTEGRITY PACT**

## **ANNEXURE-C**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

## **ANNEXURE-C**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines on Banning of Business dealings with Suppliers/ Contractors” framed by the Principal.

## **Section 4 – Compensation for Damages**

ANNEXURE-C

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all sub-contractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or



take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

## Section 10 – Other Provisions

## ANNEXURE-C

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal  
(Office Seal)

-----  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

|  |   |                          |             |
|--|---|--------------------------|-------------|
| <br>BHEL - TRICHY | THIRD PARTY NON-DISCLOSURE<br>AGREEMENT | Doc.No. : ISMS-04/TP/011 |             |
|  |   | Ver. No: 2.0             | Rev. No: 00 |
|  |   | Date : 01 - 10 - 09      |             |

Anexure-D

## THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy 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, Trichy 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, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy '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, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy 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