

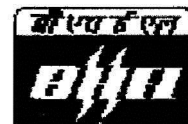
**BHEL-PEM-IT**

Date : 25-09-2012

**THIS IS LIMITED TENDER ENQUIRY FOR PUBLICATION OF TENDER'S  
ADVERTISEMENT IN NEWSPAPER.**

Project Engineering  
Management

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



REF :	PE-LPE/73
REF. DATE	25/09/2012
DUE DATE	08/10/2012

To,

Dear Madam/Sir,

**Subject: Tender Publication in all Indian editions of The Times Of India**

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 undersigned before 2:00 P.M. on or before the above mentioned Due Date.

**SCOPE:**

Scope includes publishing the advertisement for tender in all Indian editions of The Times Of India within three days of intimation. Size of the advertisement shall be 6 cm (w)X4 cm (h).

**PAYMENT TERMS**

100 % Payment shall be released after the tender publication in the Times Of India (all Indian editions) within three days of intimation.

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 single part. Bid shall be submitted in sealed envelope, as detailed in the enclosed Terms & Conditions, to undersigned on or before the due date by 2.00 P.M.

The bids shall be opened at 3.00 PM on the due date in the presence of representative of those bidders who may like to be present.

Thanking You,

Yours faithfully,  
For and on behalf of BHEL

Ravi Kant  
BHEL PEM, Noida

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

Phone:

Fax No:

**Regd. Office:**

BHEL House  
Siri Fort

**MATTER TO BE PUBLISHED (Size 6cm X 4 cm)**

**Bharat Heavy Electricals Limited, PEM, Noida  
(A Govt. Of India Undertaking)**

Tender for supply of ITEMS

BHEL-PEM invites offers in 2-part from reputed vendors (refer prequalification requirement) for supply of below mentioned items:-

S.No.	ITEM	Reference Doc number	Due date
1	Microsoft Premiere Support		
2	Electronic Corrosion Meter		

Please visit [www.bhel.com](http://www.bhel.com), [www.bhelpem.com](http://www.bhelpem.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in) for detailed tender documents. All corrigenda, addenda, amendments, time extensions, clarification, etc. to the tender will be hosted on above mentioned websites only. Bidders should regularly visit website(s) to keep themselves updated.

For further clarifications on S.No. 1 contact [manojkumar@bhelpem.co.in](mailto:manojkumar@bhelpem.co.in) (0120-4368700)

For further clarifications on S.No. 2 contact [ravikant@bhelpem.co.in](mailto:ravikant@bhelpem.co.in) (0120-4368776)

**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 PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 CHANGE OF ORDER** : No changes to this order/contract are permitted unless 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 Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 Payment Terms** : 100% payment shall be released after the tender publication in The Times Of India (all Indian editions) within three days of intimation.
- 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** :-3 days from the date of intimation
- 12.0 VARIATION** : The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

**13.0 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.

**14.0 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.

**15.0 LIQUIDATED DAMAGES** : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects 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 value of goods delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

**16.0 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.

**17.0 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.

**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 trade marks 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** 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.

**20.2** 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.

**20.3** 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 NCR Region, India.

- 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 along with specified documents **in triplicate** to IT 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 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.
- 26.0 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.
-

## **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 – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

### **2.0 TENDERER TO INFORM HIMSELF FULLY**

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

### **3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

- 3.1 Tenders shall be accepted by the official inviting the tenders, in a single part on or before the due date indicated in the Enquiry letter, by **2 p.m.**

#### **PRICE BID**

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

***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.***





- 7.0** No correspondence shall be entertained from the tenderers after the opening of Price bid(s).
- 8.0** Unsolicited tenders shall not be entertained. 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. Erasure 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:
- 14.1 to reject any or all the tenders.
  - 14.2 to split up the work amongst two or more tenderers.
  - 14.3 to award the work in part.

**15.0 DELIVERY/COMPLETION PERIOD**

3 days from the date of intimation.

**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.

- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- For ordering: corrected or quoted price (whichever is lowest) shall be considered for ordering

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

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

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence), hence, Service tax shall not be considered for bid evaluation.

-----

**Price Format**

S.No	ITEMS	Size	Total Price (excluding taxes) (Rs)	VAT (Rs) (if applicable)	CST (Rs) (if applicable)	Service Tax (Rs) (if applicable)	Any other Tax (Rs) (if applicable)	GRAND TOTAL PRICE(RS) (all inclusive)
1.	Tender Publication in The Times Of India (all Indian editions)	6 cm(w) X 4 cm(h)						

**Grand Total** (in word) (inclusive all) =