



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),
3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301
Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009
THROUGH COURIER

M/S

ENQ. NO: E-307: PS: TS: PUR
DATE: 17th Aug 2009 DUE ON: 25th Aug 2009

Sealed quotations are invited for the supply of under noted stores on terms and conditions specified in Annexure enclosed. The quotations should be submitted in duplicate in a sealed cover super scribing the Enquiry No. and due date addressed to the under-signed by designation so as to reach him before 3:00 P.M on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

Sl. NO.	STORES DESCRIPTION	QTY (Nos.)	DEL.REQD TIME & PLACE
1.	1. AMC of PC's & Accessories. (AMC & FMS contract to be valid initially for two years extendable by one more year subject to satisfactory completion of the services of the previous two years.)	As per detailed Scope of work – annexure II	Sr. Manager (IT & HR), 3 rd Floor, PSTS (HQ), BHEL., KRIBHCO BHAWAN, SECTOR-1, NOIDA (UP) – 201301.

Note :

1. Please note IT based companies with an annual turnover above Rs. 10 Crores in financial year 2008 – 09 may apply (please submit your audited balance sheet) and Successful vendors will be required to depute his certified engineer within 3 days of placement of this work order.
2. All bidders are required to submit an EMD of Rs. 20,000/-. EMD given by all the unsuccessful bidders shall be refunded without interest within 30 days of acceptance of award of work by successful bidder.
3. Successful vendors will be required to submit security deposit of 10% of the order value (non interest bearing and adjustable with EMD) which will be refunded back after successful completion of work / services contract.

INSTRUCTIONS TO TENDERERS

1. Quotation will be opened on the due date at 3.30 PM. In the presence of tenders who would like to be present.
2. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened.
3. The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
4. The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason what so ever.
5. Quotations received after the due date & time shall be summarily rejected.
6. Prices quoted should be as applicable to other Government organization/ undertaking and wherever rate contracts are available, copy of the same should be enclosed.
7. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.

For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

V. K. Rai
(VIJAY KANT RAI) 17/8/09

Sr. MANAGER (MSA & PUR)

(VIJAY KANT RAI)

Sr. Manager (MSA & Purchase)
Bharat Heavy Electricals Ltd.
Power Sector-Technical Services (Hqrs.)
3rd Floor, KRIBHCO Bhawan,
A &-10, Sector-1, NOIDA-201301 (U.P.)
E-mail : vkrai@powsec.bhel.co.in

Page 1 of 18



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

INSTRUCTIONS FOR SUBMITTING THE BIDS

1. Each and every page of the Tender Enquiry/quotation shall be signed by the tenderer with company seal as acceptance of the terms & conditions of N.I.T.

2. BID SUBMISSION –

Bids shall be submitted latest by 3 P.M on or before the due date, in two parts as follows:

List of Enclosure:-

1. Annexure-I - General Terms & Conditions (Page no. 3 & 4).
2. Annexure-II - Scope of work (Page no. 5 to 9)
3. Annexure-III - Special Terms & Conditions (Page no. 10 & 11).
4. Annexure-IV - Commercial Terms & Conditions (Page no.12 to 14).
5. Schedule of Technical Deviations (Page no.15) & Commercial Deviations (Page no.16).
6. Commercial Format - To be filled & submitted with techno-commercial bid(Page 17)
7. Price Format - To be filled & submitted with Price bid (Page 18).

PART-I TECHNO COMMERCIAL BID (IN DUPLICATE)

It will contain technical offer and commercial terms & conditions. It shall be submitted in duplicate in a sealed cover with bidders distinctive Seal super scribed with correct Enquiry No., Item of supply due date of opening and PART-I TECHNO-COMMERCIAL BID along with Annexure-I, II, III, Commercial format, schedule of technical & commercial deviations duly signed & stamped, without which the bid may not be considered.

PART -2: PRICE BID

Price bids shall contain Prices only (on your invoice) along with “Price Format” and shall be submitted in a separate sealed Cover with bidder’s distinctive seal super scribed with correct Enquiry No. , Item of supply, due date of opening and PART-2: PRICE BID’ without which the bid may not be considered.

2. BID OPENING

Bidders are required to submit both part-I and part –II in another sealed cover super scribing on the cover correct enquiry No., Item of supply, due date of opening. On the due date, only the Techno-commercial bid will be opened at 3.30 PM in our Office. For Opening the Price Bid, a suitable date will be intimated to the bidders separately. Price bids of only those bidders shall be opened whose technical bids are found suitable /acceptable to BHEL.

3. All the formats supplied with this tender enquiry must be filled with the required information. Incomplete formats are liable to be rejected.
4. Commercial & technical deviations if any must be stated in the format for Technical deviation & commercial deviation.
5. Please give your e-mail for correspondence, if any.

V.K. Roy
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

1. **CONSIGNEE:** All goods shall be consigned to the consignee as mentioned in the enquiry.
2. **BANK CHARGES:** All Bank charges shall be to the account of supplier.
3. **PRICE:** Prices shall be net for delivery at consignee's address, inclusive of all taxes & other Govt. levies/duties/octroi, freight, handling and packing charges, transit insurance etc. and remain valid for 180 days from the due date.
4. **SALES TAX:** Where there is a provision of payment of sales tax extra it will only be paid if registration numbers both under local sales tax and Central Sales Tax are specifically mentioned on the invoice. Tenders should invariably quote their sales Tax Registration No. in the quotation.
5. **QUALITY:** All goods supplied must conform to the ordering technical specifications and/or be strictly in accordance with approved samples. Where there are no specifications, sample and goods are to be offered as per the catalogues meeting all requisite quality standards.
6. **INDEMNITY**
 - a) You are to indemnify BHEL against any claim of infringement of letters, patent of registered designs, by the use or sale of any article or material supplied to BHEL by you and against all costs and damages which BHEL may incur in any action for such infringement or for which BHEL become liable in any such action.
 - b) You are to indemnify BHEL against all claims for injury or damage caused by your negligence or the negligence of your employees or arising from any defect in the goods supplied or any work carried or any work carried by you.
 - c) You are to indemnify BHEL against all claims for injury to your employees or your agent's employees whilst on BHEL premises.
7. **SUB-CONTRACTING:** This order or any part thereof must not be sub-contracted by you without consent of BHEL.
8. **VARIATION OF ORDER:** No variation to this order is permitted unless authorised in writing and signed by competent authority of this office.
9. **PACKING AND MARKING:** Vendor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
10. **SUBMISSION OF INVOICE:** All Invoices along with specified documents shall be submitted in triplicate to Sr. Manager (MSA& PUR) of BHEL-TS, Kribhco Bhawan, 3rd floor Sector-1, Noida.-201301 (U.P).

V. K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: ykrai@powsec.bhel.co.in

ENQ. NO.E- 307; PS: TS: PUR dated: 17th Aug 2009

- 11. LIQUIDATED DAMAGES:** It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, delivery of the goods specified in the Purchase Order should be made within the stipulated delivery period. Where delivery is made after the stipulated period, the 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 five percent of the total contract value, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Work Order.
- 12. RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or dispatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages at the rate mentioned above.
- 13. RESPONSE TIME:** response time to attend complaint during warranty will be one day.
- 14. DISPUTES:** In all cases of disputes, the decision of BHEL, NOIDA (U.P) will be final.
- 15. 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.
- 16. GENERAL:** All other terms & conditions shall be as per our tender enquiry.

V.K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

ANNEXURE-II

AMC list of PC's & Peripherals

REVISED LIST		ANNEXURE - I - REV 01(09.02.09)	
LIST OF PC & PERIPHERALS FOR AMC (BHEL OWNED)		Quantity	configuration
DESCRIPTION	MAKE MODEL		
PC	COMPAQ EVO D320M	10	P4, 1.8 GHZ, 256 MB RAM, 40 GB HDD, 1.44 MB FDD, 40X CDRW, 10/100 MBPS, NIC, XPP, S5500 15" COLOR MONITOR, 107 KEYS KEYBOARD, SCROLL MOUSE HEADPHONE MIKE
LCD MONITOR	SAMSUNG	1	Network printer double side
NETWORK PRINTER	HP LJ2300DN	1	Web Camera
WEB CAMERA	LOGITECH QUICK CAM PRO 4000	4	
DATA SWITCH	INTEL 510 TEU 24 PORT 10/100	4	
DATA SWITCH	INTEL ES 550T, 10/100, 12 PORT	1	
HUB	DLINK	1	
42 U RACK (WITH 8 PORT KVM SWITCH AND PRESIDENT POWER STRIPS)	APW	1	
VERO PRESIDENT RACK WITH 10 AMP JACK PANELS	PRESIDENT	2	
COLOR MONITOR	DELL ARMADA E500	1	17" MODEL NO E772P, PIII, 1 GHZ, 128 MB RAM, 30 GB HDD, INT CD WRITER, 15" TFT, 10/100 COMBO CARD, 8 MB VRAM, 16 BIT AUDIO, LI-ION BATTERY, 3 HR BACKUP, LIC WIN 2000, CARRY BAG
NOTEBOOK	COMPAQ N800V	1	
NOTEBOOK	COMPAQ DESKPRO EN	1	733 MHZ, 128 MB RAM, 20 GB HDD, 3.5" FDD, 40X CDROM, 10/100 MBPS, NIC, 15" MONITOR, S/C, KB, SCROLL MOUSE
PC	COMPAQ DESKPRO EN1	1	733 MHZ, 256 MB RAM, 20 GB HDD, 3.5" FDD, 40X CDROM, 10/100 MBPS, NIC, 15" MONITOR, S/C, KB, SCROLL MOUSE
PC	IBM NETVISTA A22	6	1.5 MHZ, 15" COL MONITOR, AGP CARD WITH 16 MB RAM, 128 MB RAM, 20 GB HDD, 1.44 MB FDD, NIC, 2 MBPS
CONVERTER	REALTIME RTS CONV	3	
PRINTER(DESKJET/INK)	HP INKJET 610C	1	
PRINTER(DESKJET/INK)	HP INKJET 690C	1	
PRINTER(DESKJET/INK)	HP INKJET 840C	1	
PRINTER(DESKJET/INK)	HP INKJET 948	3	
PRINTER(DMP)	EPSON LQ1070	2	
PRINTER(LASTRY)	HP LASER JET 110	4	1 MS Memory

V.K. Rai
17/8/09

S. Sahu
07/6/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: ykrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

ANNEXURE - (REV 01(09.02.09))

REvised LIST

LIST OF PC & PERIPHERALS FOR AMC (BHEL OWNED)

DESCRIPTION	MAKE	MODEL	Quantity	configuration
PRINTER(LASER)	HP	LJ1000	1	
ROUTER	CISCO	2522	1	
SCANNER	HP	SCANJET 7450C	1	
SERVER	COMPAQ	PL 400	1	PII 350 MHZ, 128 MB RAM, FDD, 2X4.3 GB HDD, CD ROM, FDD, NIC, KB, MOUSE
UPS	TVSE	1000M - 1KVA	1	
UPS	MULTILINE	1 KVA UPS	1	
UPS	TVSE	700M - 650 VA	6	

AS PER ANNEXURE III

Facility Management Services (including MCSF resident engineer)

S. S. Saini
9/6/09

V. K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

SCOPE OF WORK for AMC of BHEL owned PCs & Peripherals

CLAUSE NO.	TERMS & CONDITIONS
1.	Maintenance services shall consist of on-site preventive maintenance, corrective maintenance and troubleshooting of the computer systems, servers, Printers, UPS etc. Network equipments and will include hardware, loading/reloading software and operating system. Maintenance services contract shall be valid for a three years period effective from the date of placement of AMC. Vendor should ensure joint inspection before start of AMC.
2.	Hardware maintenance will also include supply and replacement of parts by new parts by the contractor.
3.	All spares will be of standard quality (no local brands) matching to what are installed in systems at BHEL including keyboard, mouse etc.
4.	Hardware maintenance will also include supply and replacement of defective parts by the contractor. In case any item is to be taken to vendor's premises for rectification then the to and fro movement of equipment shall be arranged by vendor at no extra cost.
5.	Periodic checkup would be carried out at least once in a quarter for each IT equipment. This would include checking of all hardware and incorporation of necessary measures for smooth running of these systems.
6.	The AMC charges shall be inclusive of all spare parts, including Laser Printer Drums, Dot Matrix Printer Heads, hard-disk pack, monitors, printer parts & CD Drive, CD-Writer, UPS Batteries, power cables, printer parallel port cables, USB cables etc. but shall exclude consumable i.e. ribbons, toner cartridges. This is valid for equipments included in ANNEXURE- I.
7.	The equipment covered under this contract are located at KRIBHCO Bhawan, A 8-10, Sector - 1, NOIDA 201301 U.P. However, if any of this equipment is shifted to any other BHEL Offices in Delhi or NOIDA, its maintenance shall be within the scope of the contractor.
8.	Since the operations at KRIBHCO Bhawan, NOIDA are critical, the contractor would ensure full time availability of necessary competent and qualified Maintenance Engineer (minimum one Maintenance Engineer) throughout BHEL working hours along with necessary common spare parts, tools, maintenance equipment, etc. at BHEL Office, KRIBHCO, NOIDA for providing adequate maintenance services. Further in case of the failure of regular contractor's Maintenance Engineer for any reasons, replacement and / or additional supporting staff shall be provided. Qualification of engineer as per Annexure -III.
9.	The service engineer(s) available at BHEL premises should have demonstrable trouble shooting capabilities on various Windows Desktop and Network hardware & software versions including Windows 2000 Desktop and Network Operating Systems such as Windows 2000 Server, Linux & Novell Netware 4.11.
10.	External cleaning of all equipments on monthly basis. Cleaning of internal dust of system unit, monitor and drives such as FDD, CD-ROM drive etc. should be provided at least once in a year.

V.K. Rai
17/8/09

S. B. Singh



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

11. The service engineer of the Contractor will submit to BHEL a Service Slip, signed by the user, after each service call attended and will match the configuration of the computer system and the peripherals after servicing, with the original configuration and submit to BHEL a record of the parts removed and parts installed with full details like the part name, type, model no. Sl. No., etc.
- UPTIME / DOWN TIME:**
12. All Computer systems (CPU box, Monitor, Key board, Mouse & speakers etc.), Network equipment, UPS and peripherals have to be maintained during entire period of contract in satisfactory working condition with availability of for more than 95% of total working hours on the basis of 8 hours per shift, calculated on quarterly basis. However, in the event of any breakdown, machines should be set right in a maximum period of 16 BHEL working hours. Total working days for calculation of down time will be taken as 280 days in a year and 70 days in a quarter.
13. Equipment will be considered working for the purpose up time / down time on fulfillment of the following
- (a) Up time: Complete equipment each with full functionalities should be operational for more than 95% of the total working hours
 - (b) Down time: If all or any item covered under this contract are not operational the equipment will be treated as down and down time will be counted from the date & time of call logging. However, if the equipment is brought back into satisfactory working condition within 16 BHEL working hours (2 working days) no down time will be counted.
 - (c) Formula for calculation of Up time:

Total working hours in a quarter (TWH) = 8 hours X number of working days in the quarter
Down time of equipment (DTE) = number of continuous working hours for which equipment is down during the quarter if equipment is not brought back within 16 BHEL working hours

$$\text{Uptime in \%} = (\text{TWH} - \text{DTE}) / \text{TWH} \times 100$$
14. Call reporting: In case of calls for maintenance from locations other than KRIBHCO NOIDA, call for equipment malfunction shall be reported by BHEL to the service center of the contractor. For this purpose contractor will furnish details viz. Office address, phone number, etc. to BHEL's respective locations. All calls of KRIBHCO NOIDA will be registered with the contractor's service engineer.
15. Contractor's service engineer available at KRIBHCO, NOIDA shall maintain record of Call Serial Numbers, time & date of reporting, nature of fault, action taken, date of completion etc. in hardcopy or computerized system provided by BHEL.
16. Time of reporting of all calls shall be within the normal office hours of BHEL.
17. All calls reported after 1500 hours on working day shall be treated as a call reported on the next working day at 0900 hours for the purpose of down time calculations. Contractor shall however make efforts to rectify the problems at the earliest.
18. In case of any system or subsystem or peripheral device being down, the same would be temporarily replaced by the contractor to ensure continued functioning. The system will be considered up in this case and no down time shall be counted. All efforts shall be made to limit such temporary replacements to less than 15 days. However the contractor will ensure that on any such temporary replacements overall performance of

V.K. Rai
17/8/09

S. S. Chandra

amcterm ANNE II



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

the system will not be affected.

19. If any part/equipment is to be taken for repair at the contractor's premises the details of such part/equipment shall be noted in the gate pass and the call report.

20. BHEL reserves the right to add / delete items of similar make from LIST OF PC & PERIPHERALS as per ANNEXURE I by giving one month's notice to vendor. This should in no way effect the working of vendor resident engineer at PS-TS.

[Handwritten signature]

V. K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

ANNEXURE-III

SPECIAL TERMS AND CONDITIONS

1. BID SUBMISSION:

Bids shall be submitted latest by 3 p.m. on or before the due date, IN TWO PARTS in our original relevant annexures as follows: -

PART-I: TECHNO-COMMERCIAL BID (IN DUPLICATE)

It will contain Technical offer, Commercial terms and conditions [BUT NOT ANY PRICE (S) OR RATES] and it shall be submitted in duplicate in a Sealed Cover, invariably super-scribing on the envelope the correct Enquiry No., Item of supply, due date of opening and 'PART-I: TECHNO-COMMERCIAL BID', WITHOUT WHICH THE BID (S) shall not be OPENED/CONSIDERED. The technical specifications and scope of work are given as Annexure.

The techno commercial offer should contain the following:-

- I. Technical specifications and Technical particulars enclosing necessary.
- II. Pamphlets, drawings, leaflets, technical literatures.
- III. Commercial terms & conditions.
- IV. Guarantee/warranty for 12 months from the date of installation/ acceptance at our Office.
- V. Name of Manufacturer.

PART-II: PRICE BID

Price bids shall be submitted in a separate sealed envelope super-scribing on the envelope the correct Enquiry No., Item of supply, and "PART II": PRICE BID', WITHOUT WHICH THE BID(S) shall not be OPENED/ CONSIDERED.

Bidders are required to submit all two Parts i.e. Part-I & Part-II duly sealed in another cover super- scribing on the cover correct Enquiry No., Item of supply, Due date of opening.

2. BID OPENING

The techno commercial bids will be opened at 3.30 PM on the due date in the presence of Bidders who may like to be present.

The price bids of only technically qualified parties shall be opened at a later date. Date of opening of the PRICE BIDS shall be intimated separately.

3. No drawings etc. are available with us for these items.

V.K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

4. The instrument/equipment should be packed in a re-usable road/seal/air worthy wooden boxes and should be duly protected against corrossions. The items offered should be portable type for easy transportation to our Office.
5. The indigenous parties should quote in Indian Rupees only and take care themselves of import of any raw material/component etc. if any necessitated towards manufacture of quoted item since BHEL will not provide any import license/foreign exchange etc.
6. Suppliers should clearly indicate the best delivery period for the items quoted.
7. The indigenous suppliers' are required to adhere strictly to our terms and conditions as per Annexure-III failing of which the offer is liable to be rejected.
8. This quotation should be valid for 180 days from the date opening of technical and commercial bid (Part I)
9. If no suitable indigenous offers are received, we intend importing the items from foreign countries, as such foreign manufacture may also quote.
10. In case of quotations from foreign suppliers, offers should be on FOB basis along with estimated air/sea freight up to Mumbai /Delhi port furnished separately item wise. The exchange rate will be taken as on date of opening of price bid.
11. In case foreign manufacturers are represented in India, by Indian agents, the agency commission payable to them should be clearly indicated. Such Indian agent commission, if any out of the FOB quoted price may only be payable in Indian currency only.
12. Three copies of complete system manual along with spare parts and consumable list should be supplied for our use.

V.K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: ykrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

Annexure -IV

COMMERCIAL TERMS & CONDITIONS

PAYMENT TERMS

1. Within 30 days from receipt and acceptance of works / services.
2. Prices should be net for delivery at destination.

PERIOD

This quotation should be valid for 180 days from the date opening of technical and commercial bid.

TERMINATION

BHEL may terminate this contract at any time by giving one week's written notice and by informing the party of their intention to do without assigning any reasons(s).

GENERAL

- a) Prices shall be net for delivery of the printed material at destination inclusive of freight, handling and packing charges and remain valid for 180 days from the due date.
- b) Taxes and duties payable should be indicated separately, otherwise it will be presumed that the goods quoted are inclusive of all taxes, duty, octroi etc. if any, BHEL, in such cases shall not pay any tax, duty octroi etc.
- c) No revision of prices shall be entertained after bids have been opened.
- d) PRICES shall remain FIRM without any variation till completion of contract.
- e) BHEL shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or in full without assigning any reason whatsoever.
- f) Late tenders shall be summarily rejected.
- g) Bid should be free from CORRECTIONS AND ERASURES Corrections, if any must be counter-signed. All prices should be indicated both in words, as well as in figures. If there is a difference between price quoted in words and figures or there is any other discrepancy in the Price Schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- h) BHEL reserves the right to split the order for individual items with different bidders and also increase/decrease the quantities.
- i) Vendor shall arrange for sound Packing and Marking the goods to avoid any loss or damage during transit.

AGREEMENT

Copy of any type of agreement, which BHEL may be required to sign at any stage, shall be submitted as an integral part of Bid for consideration of BHEL. No such requests shall be entertained by BHEL at a later date.

V. K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: ykrai@powsec.bhel.co.in

ENQ. NO.E- 307: PS: TS: PUR dated: 17th Aug 2009

DELIVERY

Counting of delivery period shall start from the date of Letter of Intent (LOI) or contract whichever is issued earlier.

LIQUIDATED DAMAGES:

It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, delivery of the goods specified in the contract should be made within the stipulated delivery period. Where delivery is made after the stipulated period, BHEL 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 five percent of the total contract value, without prejudice to any other relief or compensation due to BHEL under any other condition of the contract.

RISK PURCHASE / EXECUTION

BHEL will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the System/Equipment which the Vendor has failed to deliver or dispatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the BHEL for any loss, which the BHEL may sustain by reason of such risk purchases, in addition to Liquidated Damages at the rate mentioned above.

PREFERENTIAL DELIVERY

It should be noted that if Contract is placed on a higher value tender in preference to the lowest acceptable tender in consideration of the earlier delivery, the vendor will be liable to pay to BHEL the difference between the contract and that of the lowest acceptable tender on the basis of final price for delivery at destination including elements of taxes, duties, freights etc. and other incidentals in case of failure to complete the supplies within the stipulated delivery period.

PATENTS & TRADEMARKS

Vendor shall at all times indemnify BHEL against all claims which may be made in respect of the System/Equipment /software supplied by the vendor 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 BHEL, BHEL will inform the Vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

SUB-CONTRACTING

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

FORCE MAJEURE

Vendor shall not be responsible for delay in delivery /installation of the System/Equipment resulting from acts /events beyond his control provided notice of the happening of any such act/event is given by the vendor to BHEL within 15 days from the date of its occurrence. Such acts /events shall

V.K. Rai
17/8/09



Bharat Heavy Electricals Limited.

Power Sector - Technical Services (HQ),

3rd Floor, KRIBHCO BUILDING, Sector-1, NOIDA (U.P) - 201301

Phone: 0120-2538246, 2445158, 0120-2538105(fax) Mail: vkrai@powsec.bhel.co.in

ENQ. NO.E- 307; PS: TS: PUR dated: 17th Aug 2009

include but not be limited to acts of god, war, floods, earthquakes, strikes, lockouts epidemics, riots fire, government regulations affecting the delivery/ installation superimposed after the date of contract etc.

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 1996. The Arbitrator shall be appointed by the competent authority of BHEL.

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.

SUBMISSION OF INVOICE

All Invoices along with specified documents shall be submitted in triplicate to Sr. Manager (MSA& PUR) of BHEL-TS, Kribhco Bhawan, 3 rd floor Sector-I ,NOIDA (U.P) :- 201301.

- a) Your invoice in original.
- b) Your delivery challan in original.
- c) Consignee copy LR
- d) Copy of Material dispatch clearance certificate.
- e) Guarantee certificate.
- f) Copy of packing slips.
- g) Copy of test & calibration certificate.
- h) Copy of certificate of compliance.
- i) Copy of transit insurance.
- j) Copy of instruction manual, (if applicable)
- k) Copy of product manual. (if applicable)

NOTES

1. It is proposed that the bidder has accepted all the instructions. Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the prescribed formats. BHEL shall not take cognizance of the deviations given elsewhere in the office and not recorded in the prescribed format(s) enclosed.
2. Instructions for submitting the bids and Terms and conditions mentioned elsewhere in the tender documents shall also form part of this Tender Enquiry and will supply in addition to the application(s) and conditions given in Annexure -I, II, III & price format.
3. All the instructions, Terms and Conditions and Technical specifications covered in this Tender Enquiry should be carefully read and clearly understood before submitting the bid.
4. Any clarifications in this regard should be addressed only to the Official issuing the enquiry.

V.K. Rai
17/8/09



SCHEDULE OF TECHNICAL DEVIATIONS

Enquiry No. PS:TS:PUR:E-307
dated : 17th Aug 2009

Sheet-----of-----

Clause
Number of
Specification

DEVIATION

We the undersigned hereby certify that the above mentioned are the only deviations.

Particulars of bidder's Authorized Representative

Name	Designation	Signature	Date	Company Seal

V.K.R. *[Signature]*
17/8/09



SCHEDULE OF COMMERCIAL DEVIATIONS

Enquiry No. PS:TS:PUR:E-307
dated : 17th Aug 2009

Sheet-----of-----

Clause
Number of
Specification

DEVIATION

We the undersigned hereby certify that the above mentioned are the only deviations.

Particulars of bidder's Authorized Representative

Name	Designation	Signature	Date	Company Seal

V.K. Roy
17/8/09



COMMERCIAL FORMAT

(TO BE SUBMITTED WITH TECHNO-COMMERCIAL BID)

UNPRICED BID

TO BE FILLED BY THE BIDDER AND ENCLOSED WITH THE OFFER FOR PART I i.e. Techno-commercial bid (Do not include the price in techno-commercial bid, other data to be included)

ENQ.NO. : PS:TS:PUR:E-307

ENQ. DATE: 17th Aug 2009

DUE DATE: 25th Aug 2009.

ITEM DESCRIPTION :

NAME OF BIDDER:-

SN	DESCRIPTION OF ITEM WITH UNIT AND QTY	UNIT RATE (RS.) / %age	AMOUNT (RS)	REMARKS
1.	PRICE BASIS - (EX WORKS / ON F.O.R DESTINATION BASIS)	F.O.R Destination	F.O.R Destination	
2.	DISCOUNT, IF ANY (IN CASE OF %, SPECIFY CLEARLY ON WHICH ELEMENT IT IS APPLICABLE)			
3.	PKG. AND FORWARDING CHARGES			
4.	EXCISE DUTY+ CESS (%)			
5.	CST WITHOUT FORM C (%)			
6.	VAT (%)			
7.	WORK CONTRACT TAX (%)			
8.	INSURANCE (%)			
9.	OTHER LEVIES -PLEASE SPECIFY			
10.	VALIDITY OF OFFER (No. of Days)	180		
11.	DELIVERY PERIOD (Days)	Within 03 days		From date of PO
12.	PAYMENT TERMS			
13.	SUBMISSION OF WARRANTY /GUARANTEE CERTIFICATE			
14.	OTHERS			

NOTES:-

1. Offers should preferably be submitted as per the terms & conditions of the enquiry and should be indicated as "As per enquiry " in yours rates column. However, in case of any deviation, the same should be specifically furnished against above column by the bidder.
2. The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices. If not, then the bidder must specify charges/ %age rate payable extra against those items.
3. Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.

Signature of Bidder with seal

V. K. Roy
17/8/09



PRICE FORMAT

TO BE FILLED BY THE BIDDER AND ENCLOSED WITH THE OFFER FOR PART I AND PART II. (Do not include the price in Part I i.e. techno-commercial bid, other data to be included)

(TO BE SUBMITTED WITH PRICE
BID)

ENQ.NO. : PS:TS:PUR:E-307

ENQ. DATE: : 17th Aug 2009

DUE DATE: 25th Aug 2009.

ITEM DESCRIPTION :

NAME OF BIDDER:-

SN	DESCRIPTION OF ITEM WITH UNIT AND QTY	UNIT RATE (RS.) / %age	AMOUNT (RS)	REMARKS
1.	PRICE (in Indian Rupees)			
2.	PRICE BASIS - (EX WORKS / ON F.O.R. DESTINATION BASIS)	F.O.R Destination	F.O.R Destination	
3.	DISCOUNT, IF ANY (IN CASE OF %, SPECIFY CLEARLY ON WHICH ELEMENT IT IS APPLICABLE)			
4.	PKG. AND FORWARDING CHARGES			
5.	EXCISE DUTY+ CESS			
6.	VAT			
7.	CST WITHOUT FORM C (%)			
8.	WORK CONTRACT TAX (%)			
9.	INSURANCE			
10.	VALIDITY OF OFFER (days)	180		
11.	DELIVERY PERIOD	Within 03 days		From date of PO
12.	PAYMENT TERMS			
13.	SUBMISSION OF WARRANTY /GUARANTEE CERTIFICATE			
14.	INSPECTION (AT WORKS / DESTINATION)			
15.	OTHERS			

NOTES:- (Please fill the data and submit this completed price format sheet with your price invoice)

- Offers should preferably be submitted as per the terms & conditions of the enquiry and should be indicated as "As per enquiry" in your rates column. However, in case of any deviation, the same should be specifically furnished against above column by the bidder.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices. If not, then the bidder must specify charges/ %age rate payable extra against those items.
- Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.

Signature of Bidder with seal

V. K. Reddy
17/8/09