



## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Bhel Bhawan , Plot No. Dj-9/1 , Secotr II , Salt Lake City , Kolkata  
WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

Date: 27/01/2009

### Tender Enquiry

## SUB : TENDER DOCUMENT FOR PROCUREMENT OF SOFTWARE & RENEWAL OF EXISTING LICENSES FOR BHEL:PSER.

Dear Sirs,

Sealed offers are invited by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED for the subject job. Please find enclosed tender documents as per following details:

Tender document no: **PSER:PUR:MSX:172(II):119 Dated 27/01/2009** comprising of following :

Part – A	Pre-Qualification Criteria
Part – B	General Conditions of contract (GCC)
Part – C	Technical Specification , SCOPE & SPECIAL TERMS
Part – D	Price Schedule
Part – E	No Deviation Format
Part – F	RTGS FORMAT

**1.0. Last date of submission of offer is 10/02/2009 (15-00 Hrs). Techno-commercial bid shall be opened at 15.00 hours of 11/02/2009.**

2.0 The offers shall be sent in sealed envelopes in the manner prescribed below :

- a) Cover - 1 : Containing 'Techno-commercial bid' superscribing "COVER-I, TECHNO-COMMERCIAL BID, Name of the Job , Tender document no and & due date", No Deviation Certificate Sealed and Signed.
- b) Cover - 2 : Containing 'Price bid' superscribing "COVER-II, PRICE BID, **Name of the Job/item**, Tender document no and due date".
- c) Cover - 3 : Containing documents in support of PQ criteria superscribing "COVER NO.-III, PRE-QUALIFICATION CRITERIA, **Name of the Job/ item**, Tender document no, and due date".
- d) Cover No.-4 : Containing the above four sealed covers superscribing "COVER-IV, NAME OF THE JOB, TENDER DOCUMENT NO, DATE & DUE DATE OF SUBMISSION.

3.0 You are specifically requested to note the following and submit your complete offer as per following:

4.1 *Cover letter to be placed in cover-I, indicating tender document no; name of the job; references of all subsequent correspondences in connection with the subject job, if any. Also Duly filled-in, signed and stamped on all pages of the following documents is to be placed in Cover-I of offer :*

4.1.1 *Techno-commercial offer - 2 copies (1 marked as 'original' and the other as 'copy').*

4.1.2 *Tender document details of this web pages - 1 copy (marked as 'original' and should be stamped & signed on all pages by authorized signatory of the bidder).*

4.1.3. Price Schedule of tender document (**un-priced**, but indicating 'quoted/not quoted' as applicable) - 1 copy (marked as 'original').

- 4.1.4 2 (Two) copies of supporting / supplementary documents other than those already submitted elsewhere in this tender, containing all data sheets, annexures etc. (duly filled-in all respects), as applicable. Please mark enclosure no. / annexure no. corresponding to all enclosures in Cover-I of offer.
- 4.2 Duly filled in price schedule (Quoted rates) to be placed in Cover – II.
- 4.3 Documents in support of fulfillment of pre-qualification criteria to be placed in Cover–III.
- 5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
- 6.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 7.0 For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed positively by **03/02/2009**.
- 8.0 BHEL **may** decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 9.0. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.
- 10.0 Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
- 11.0 While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 12.0 Earnest Monet Deposit ( EMD ) of Rs.60,000=00 either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order ( in favour of Bharat Heavy Electricals Limited, payable at Kolkata ), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for Rs. 2,00,000.00 ( Rupees Two Lakh only ) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job ( evidence of deposit must be submitted ) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above , there will be no change in existing clauses of this tender.

In case of bidders having one time EMD ; one time EMD can not be used for SD purpose. In this case, 50% of security deposit can be deposited by the successful bidder in the form of BG within time specified in the letter of intent and balance 50% of SD shall be deducted from RA bills @ 10% of gross value of RA bills till the full security deposit is made up.

Bank Guarantee shall not be acceptable towards EMD. The EMD shall be enclosed with the Techno-Commercial Bid ( Part-A).

13.0 **Security Deposit (SD) Bank Guarantee** : The successful tenderer should furnish a security deposit or bank guarantee from Bank for an amount of 10% of the total value of the order in the form and manner desired by us (as per format) for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order, within 15 days from the date of L.O.I. This BG should remain valid till the date of successful commissioning of the equipment.

14.0 **Performance Bank Guarantee (PBG)** : The successful tenderer should furnish a performance bank guarantee prior to installation of the software for an amount of 10% of the total order value valid till completion of the guarantee period. SD - BG may be converted into PBG.

*All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.*

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LTD

Manager (Purchase)

**PART-A :**

**PRE-QUALIFICATION CRITERIA**

- BIDDER SHALL **EITHER** BE AN **ORIGINAL EQUIPMENT MANUFACTURER (OEM)** OR AUTHORIZED REPRESENTATIVE OF OEM. IN CASE OF AUTHORIZED REPRESENTATIVE OF OEM, THE AUTHORIZATION CERTIFICATE TO BE SUBMITTED ALONG WITH THE OFFER.
- BIDDER SHALL HAVE SUPPLIED THE SIMILAR ITEM TO PSU/GOVT./CORPORATE/MNC DURING LAST 3 YEAR.

(SIMILAR MEANS : SAME PRODUCT WITH LOWER VERSION OR SIMILAR FUNCTIONALITY)

- The BIDDER SHALL HAVE AVERAGE ANNUAL TURNOVER OF AT LEAST Rs.97 LAKHS IN LAST (3) THREE FINANCIAL YEARS ENDING ON 31st MARCH 2008. VENDOR MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.08 AND SHOULD HAVE POSITIVE NET WORTH AS ON 31.03. 08. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST THREE YEARS ENDING ON 31.03.08 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE REQUIREMENT.

NOTE : IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE YEAR 2007-08 (ENDING ON 31-03-2008) IS NOT YET AVAILABLE, VENDOR SHOULD SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST 3 (THREE) YEARS, ENDING ON 31-03-2007. IN SUCH CASE, THE FOLLOWING CRITERIA SHALL BE CONSIDERED IN PLACE OF CRITERIA INDICATED ABOVE.

THE BIDDER SHALL HAVE AVERAGE ANNUAL TURNOVER OF AT LEAST Rs. 45 LAKHS IN LAST (3) THREE FINANCIAL YEARS ENDING ON 31st MARCH 2007. VENDOR MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.07 AND SHOULD HAVE POSITIVE NET WORTH AS ON 31.03. 07.

- BIDDER SHOULD HAVE VALID PAN NO.

**PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
01	<p>Softwares (Licenses) <b>will be used at BHEL: PSER OFFICE.</b> Offers are invited to submit in two-parts.</p> <p><b><u>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID :</u></b> Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e. un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date.</p> <p>(i) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms &amp; Conditions. (iii) Un Price Bid (iv) Confirmation of pre-qualification criteria <b>(to be downloaded from our BHEL Web Site i.e. <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://www.jantermanter.com">www.jantermanter.com</a>).</b></p> <p><b><u>Part-II : PRICE BID</u></b></p> <p>Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened.</p> <p>Tenders will be received up to 15.00 Hours on the said due date. <b>Offers should be submitted in Duplicate.</b></p> <p><b><u>If the vendor submits offer i.e. Technical &amp; Price bid together in single envelope, the offer will be rejected.</u></b></p>	
02	<p>If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".</p>	
03	<p>BHEL keeps its right to <b>reject / load</b> any offer which is having deviations to BHEL Specifications, Standard Terms &amp; Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>	
04	<p>The equipment offered shall be strictly conforming to the specification and for complete unit.</p>	
05	<p>No offer for individual accessories or part machinery will be accepted.</p>	

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
06	<b>Terms of payment :</b> 100% against receipt certified by IT DEPARTMENT . <b>No advance shall be paid. Payment shall be paid in INR only.</b>	
07	Contract period as per Special terms & conditions	
08	<b>Delivery :</b> As per special conditions, however, bidder to submit exact delivery period in techno-commercial bid as it attracts penalty / LD.	
09	<b>TERMINATION CLAUSES:</b> (i) BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.  (ii) Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.	
10	<b>Liquidated Damage (LD) :</b> It is clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of <b>½% (half percent) of the value of goods (Basic price) in arrears per week at the discretion of the purchaser, subject to a maximum of 10% (ten percent) of basic price</b> , will be levied without prejudice to any other relief or compensation due to the purchase under any other condition to the contract.	
11	The sealed tenders superscribing tender number and due date should be <b>addressed to</b> MANAGER / PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.	
12	The quotation should be <b>valid at least for a period of 90 days</b> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained	
13	<b>Force Majeure :</b>  The vendor shall be subject to force majeure clause defined as under :  This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.  The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.	

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
14	<p><b>Arbitration :</b></p> <p>In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.</p>	
15	<p><b>Jurisdiction :</b></p> <p>All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>	
17	<p><b>Risk Purchase :</b></p> <p>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, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.</p>	
18	<p><b>General :</b></p> <p>i) The <b>Consignee</b> for the equipment will be "<b>DGM/IT,MSX, BHEL BHAWAN, SALT LAKE CITY, BHEL:PSER:KOLKATA</b></p> <p>All documents / correspondences must bear the Tender no. / Purchase Order No. &amp; Date.</p>	
19	<p>The <b>purchase preference</b> to Govt. undertakings shall be given as per the guide lines of Government of India.</p>	
20	<p>Bank Guarantee : Non submission of 10% BG will attract 10% loading on the offers.</p>	
21	<p><b>Penalty Clause</b> : Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex : If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.</p>	
22	<p>For all other Terms &amp; Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.</p>	
	<p><b>Note</b> : The offers not complying the above Terms &amp; Conditions will not be accepted.</p>	

**Note :**

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
- 03. Bidder should write “accepted” in the column “supplier confirmation” for each clause.**

**PART – C :****SCOPE , SPECIFICATION , TERMS & CONDITION FOR SOFTWARE INDENT**

New Software license with media & software assurance is required so that BHEL can get new version of such software with in the contract period.

Some existing old license required to be upgraded so that BHEL can get the new version of these software.

SI No	Software Name	Version	License type & CONTRACT PERIOD	OS	EXISTING License Renew	New license required
01	Acrobat Writer 9.0 Pro	9.0 pro extended	Standalone with 24 M AMC	Vista , XP		38
02	Acrobat Writer 9.0 Pro	7.0 upgradation to 9.0 pro extended	Standalone With 24M AMC	Vista , XP	10	
03	MS Visio 2007	Standard 2007 with SA and Disk kit	Standalone with (2 Yr SA)	Vista , XP		5
04	Ms Office Project	2007 Professional With SA and Win32 Kid	Standalone (2 Yr SA)	Vista , XP		5
05	Winzip	11.2 or higher	Standalone	Vista , XP		150
06	Winzip	Upgradation to 11.2 or higher	Standalone	Vista , XP	50	
07	Winzip	---- For above Winzip Product <a href="#">Sl.-05, 06</a>	2 Yr Maintenance	Vista , XP		200
08	Autocad	AutoCAD 3D 2009	Standalone ( 1 year sub)	Vista , XP		1
09	Autocad	---- For above Product <a href="#">Sl-08</a>	Extra 2Year Subscription	Vista , XP		1
10	Autocad	AutoCAD LT 2009	Standalone ( 1 year sub)	Vista , XP		10
11	Autocad	----- For above Product <a href="#">Sl.-10</a>	Extra 2Year Subscription	Vista , XP		10

1. All the version should be latest version and compatible to both Vista & XP O/S.
2. With in the contract period all the upgrade or patch released should be provided by the supplier free of cost as per above mentioned worksheet.
3. All the version should be standalone or can be worked in the standalone PC/ Laptop ( With out any internet connection) .
4. At least one original media has to be provided in CD or DVD.
5. Evaluation may done item wise i.e L1 shall be decided on item rate wise.
6. Version as mentioned in the worksheet or higher version are to be supplied .

7. All the software to be demonstrated at both Vista and XP machine at BHEL premises.
8. Payment will be release 90 % on successful installation and demonstration as certified by IT. Balance 10% after completion of software assurance or maintenance period as certified by IT
9. Delivery period with in 3 weeks of placing order.
10. All the old license required to be renewed with same condition as mentioned for new license.
11. Vendor is required to quote separately for license renew.
12. Delivery period for renew of license is 3 weeks.
13. OEM certificate or authorization also to be provided .
14. License to be provided by OEM.
15. In case of renew for new version, license is to be renewed. One CD / DVD media is to be provided.

### **OTHER TERMS AND CONDITIONS**

- A) Latest version of the software should be provided.
- B) Licenses should be with software assurance. Any software updates / upgrades released at a later date, the same will be supplied to M/S BHEL free of cost by the vendor or on mutually agreed terms.
- C) The software should be duly licensed and the vendor should provide a certificate to this effect in the format as per **Annexure – I**.
- D) The vendor should **provide an indemnity certificate** against all claims which may be made against BHEL in respect of infringement of any right protected by patents, registration of designs or trademarks or copyrights. A format of this certificate is given in **Annexure – II**.
- E) One set of original USERS MANUALS bearing the real of the original software development company / on-line manual on CD should be provided.

### **Special Condition :**

All items mentioned in **PART - C** should be quoted.

**ANNEXURE – I**

(To be given in vendor's letter head)

\_\_\_\_\_ certifies M/S BHEL that the software \_\_\_\_\_  
(A) (B)  
having S.I. No. \_\_\_\_\_ supplied against P.O. \_\_\_\_\_  
(C) (D)  
a product of \_\_\_\_\_ is a legal one and \_\_\_\_\_  
(E) (A)  
is authorized to sell the above mentioned software in India, vide license  
agreement \_\_\_\_\_.  
(F)

For \_\_\_\_\_  
(Authorised Signatory)

- A. Name of the Vendor
- B. Name of the Software
- C. Software SI. No.
- D. P.O. No. and Date.
- E. Original S/W company
- F. License agreement nos.

**ANNEXURE – III**

(To be given in vendor's letter head)

\_\_\_\_\_ indemnifies M/S BHEL for \_\_\_\_\_  
(A) (B)  
\_\_\_\_\_ vide order no. \_\_\_\_\_ dated \_\_\_\_\_  
(C) (D) (E)  
against copyright violation, patent infringement. \_\_\_\_\_  
(A)  
indemnifies BHEL against any claims whatsoever this regard.

For \_\_\_\_\_  
(Authorised Signatory)

- A. Name of the Vendor
- B. Name of the Software
- C. Software Sl. No.
- D. P.O. No.
- E. P.O. Date

**PART – D**

L1 rate shall be determined on item rate wise i.e following 10 items shall be evaluated on item rate basis

**PRICE SCHEDULE**

<b>NAME OF THE TENDERER</b>			
<b>SELLERS REF. No</b>		<b>DATE</b>	
<b>ENQUIRY NO</b>		<b>DATE</b>	<b>DUE DATE</b>

<b>SI No</b>	<b>Software Name</b>	<b>License type &amp; CONTRACT PERIOD</b>	<b>No of License</b>	<b>Unit rate In Rupees</b>	<b>Total all inclusive price In Rupees</b>
01	Acrobat Writer 9.0 Pro extended	Standalone with 24 Month AMC	38		
02	Acrobat Writer 9.0 Pro extended from existing version 7.0	Standalone With 24 Month AMC	10		
03	MS Visio 2007 with SA and Disk kit	Standalone with (2 Yr SA)	5		
04	Ms Office Project - 2007 Professional With SA and Win32 Kid	Standalone (2 Yr SA)	5		
05	Winzip - 11.2 or higher	Standalone with 2 yrs maintenance	150		
06	Winzip - Upgradation to 11.2 or higher from existing version 10.0 or lower	Standalone with 2 years maintenance	50		
07	AutoCAD 3D 2009	Standalone (3 yrs subscription)	1		
08	AutoCAD LT 2009	Standalone (3 yrs subscription)	10		

Signature of the bidder with seal &amp; date

**PART-E**

**NO DEVIATION CERTIFICATE**

Certified that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and offer our unqualified acceptance of the same.

It is also confirmed that the price has been quoted in the format received with the enquiry.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)  
with Seal

**RTGS FORMAT**

**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF VENDOR WITH  
DATE & SEAL

CONFIRMATION BY BANKER  
WITH OFFICE SEAL

Note : Incorrect information will crate accounting complications and payment will be delayed