



Ref: T7B1N04922

Date: 28.06.2014

**NOTICE INVITING TENDER**  
**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITE**  
**OR**  
**PURCHASE TENDERS FROM THIS OFFICE**

Sealed offers are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I of NIT. Following points relevant to the tender may please be noted and complied with:

SALIENT DETAILS OF NIT		
SL NO	ISSUE	DESCRIPTION
1.0	SUBJECT	Supply & Installation of Cooling & Heat Load Calculation Software for Engg/PE&SD Deptt, BHEL RC PURAM, HYD-INDIA
2.0	ENQUIRY NO.	T7B1N04922
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Annexure-I	Pre-Qualification Criteria
3.2	Annexure-II	Standard Commercial terms & conditions
3.3	Annexure-III	No Deviation Certificate
3.4	Annexure-IV	List of Formats
3.5	PEMC-04293	Technical Specification along with Pre-Bid query format & Price Bid Format
4.0	TENDER START (ZERO) DATE	28/06/2014 Tender documents can be downloaded from BHEL website (www.bhel.com) till due date of submission.
5.0	OFFER SUBMISSION PROCEDURE	Date : 19/07/2014 Time : 11:00 Hrs Offers shall be addressed to : <b>Purchase Officer / PE &amp; SD,</b> <b>Vendor complex</b> <b>BHEL, Hyderabad – 502 032</b>  And must be sent in a sealed cover on which tender enquiry number and the due date shall be super scribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers, preferably in the bidder's envelope. (Bidders are requested to visit website to view corrigendum/ extension/ modification to NIT before submitting offer).
6.0	DUE DATE & TIME OF OPENING OF TECHNO-COMMERCIAL OFFER.	<b>After 14.00 hrs on latest due date of offer submission.</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender
7.0	COST OF TENDER	Bidders downloading documents & submitting their bid will be asked to deposit tender document fee of Rs 2,000/- (non-refundable) per each NIT by DD in favour of BHEL Hyderabad along with their bid. MSE vendors

		<i>are exempted from tender fees.</i>
8.0	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	To be held at Purchase / PE&SD, BHEL, Ramachandrapuram, Hyderabad - Date : <b>09/07/2014</b>
9.0	<b>LAST DATE OF SEEKING CLARIFICATION</b>	<b>09/07/2014</b> (Bidders should send the <b>pre bid queries</b> in soft form to <a href="mailto:harry@bhelhyd.co.in">harry@bhelhyd.co.in</a> , <a href="mailto:kravi@bhelhyd.co.in">kravi@bhelhyd.co.in</a> (or) in hard copy (along with soft form) to the following address : <b>Sri Harish</b> <b>Purchase Officer / Purchase</b> <b>PE&amp;SD</b> <b>BHEL, Ramachandrapuram</b> <b>Hyderabad - 502032</b> )
10.0	<b>LATEST UPDATES</b>	<b>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendum) and not in the newspapers. Bidders to keep themselves updated with all such information.</b>

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) in the form of demand draft, drawn in favour of Bharat Heavy Electricals Ltd. payable at Hyderabad along with techno-commercial offer.
- 3.0 The offers shall be sent as per following details in separate sealed envelopes to BHEL, Ramachandrapuram, Hyderabad as per address given below (refer salient details of NIT, pre-page, for applicability of various issues/ documents).

Sl no	Description	No of copy
<b>I</b>	<b>COVER-I (TECHNO-COMMERCIAL BID)</b>	
I.a	Offer forwarding/ covering letter.	Original
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above.  In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviations shall be placed after document under sl no I.a above.	Original
I.c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc as required in line with pre-qualification criteria/ prescribed format. Bidder shall mark/ index relevant document in support of corresponding pre-qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, e-mail etc.	Original
I.d	Duly filled-in annexures, formats etc of Annexure-IV	Original
I.e	Complete tender document pertinent for the subject job along with this NIT together with subsequent changes to tender in the form of TCN (Tender Change Notice), correspondences etc, signed & stamped on all pages.	Original.
I.f	PEMC-04155- Un-priced without disclosing rates/ price, but mentioning only 'quoted/ unquoted' against each item of schedules.	Original
I.g	Any other details preferred by bidder with proper indexing.	Original

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**BHEL, RAMACHANDRAPURAM, HYDERABAD**

<b>II</b>	<b>COVER-II (PRICE BID – ABSOLUTE VALUE)</b>	
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	Original
II.b	Duly filled-in PEMC-04155 (Price format) together with signed preamble in separate sealed envelope.	Original
<b>III</b>	<b>COVER-III (COST OF TENDER)</b>	
<b>IV</b>	<b>COVER-IV</b>	
All aforesaid sealed covers shall be enclosed in this cover & sealed. This cover shall be super-scribed with (i) Cover no. (ii) Details of covers inside this cover and (ii) Name of the job, tender document no. & due date of submission.		

**SPECIAL NOTE**

- A) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- C) Vendors who are not executing any jobs presently with BHEL, Ramachandrapuram, Hyderabad and first timers to BHEL, Ramachandrapuram, Hyderabad, may be considered subject to satisfying all other tender conditions.
- 4.0** No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0** BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 6.0** Bidders must study the job content before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 7.0** For any clarification on the tender document, you may seek the same through e-mail (or) in writing (2 copies) together with soft version (thru e-mail) as per **Pre-bid Query Format** before scheduled date, from the office of the undersigned for clarification. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification/ query received after pre bid discussion date shall not be entertained.
- 8.0** BHEL may decide holding pre-bid discussion [PBD] with any/ all 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. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 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 in writing for clarification before due date of seeking clarification (as applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/ missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/ submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 10.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD, if any.
- 11.0** The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ etc. BHEL's decision in this regard

shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding.

- 12.0** While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) 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.
- 13.0** Tenderers must adhere to complete tender and quote accordingly.
- 14.0** **Validity of offer:** Quotation must be valid minimum of 90 days from the date of Price Bid Opening.
- 15.0** Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site [www.bhel.com](http://www.bhel.com) or will be issued directly to you, as applicable.
- 16.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement, as applicable.
- 17.0** Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party (without considering discount), then the awarded price shall be after considering the discount.
- 18.0** In case the bidder is an "Indian Agent of Foreign Principals", Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered.
- 19.0** Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidder(s).
- 20.0** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com))
- 21.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0** Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative /shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.).  
Bid envelope shall bear name of the supplier. In case of submission through authorized representative / agent, the name of representative / agent should be mentioned additionally apart from the supplier name.
- 27.0** Bidder can also submit offer through e-mail at his own risk. However, such email offers shall be sent only to [tenderbox@bhelhyd.co.in](mailto:tenderbox@bhelhyd.co.in) Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure / transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.
- 28.0** Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.

for BHARAT HEAVY ELECTRICALS LTD  
Purchase Officer (PE&SD), Hyderabad

Agency	Contact details	
BHEL, PE&SD, Ramachandrapuram, Hyderabad	Address	Purchase / PE&SD, BHEL, Ramachandrapuram, Hyderabad – 502032
	Phone no	040 2318 4038, 2318 2352, 2318 3351, 23182825
	E-mail	<a href="mailto:harry@bhelhyd.co.in">harry@bhelhyd.co.in</a> , <a href="mailto:kravi@bhelhyd.co.in">kravi@bhelhyd.co.in</a> , <a href="mailto:rsvnrao@bhelhyd.co.in">rsvnrao@bhelhyd.co.in</a>

### Enclosures

PURCHASE / PROJECT ENGINEERING & SYSTEMS DIVISION  
BHEL, RAMACHANDRAPURAM, HYDERABAD

01. Annexure-I- Format for Pre-qualification criteria.
02. Annexure-II- BHEL Standard terms & conditions.
03. Annexure-III- Format for No-deviation certificate.
04. Tender document as per above details.



**ANNEXURE-I**  
**PRE-QUALIFICATION CRITERIA**

<b>JOB</b>	SCOPE OF WORK COVERS SUPPLY & SERVICES OF COOLING & HEAT LOAD CALCULATION SOFTWARE.
<b>CONTRACT DURATION</b>	DELIVERY : <b>4 WEEKS FROM PO DATE</b> SERVICES : SOFTWARE SOLUTIONS / INSTALLATION, TRAINING, ANNUAL LICENSE FEE AND SOFTWARE SUBMITTAL/ DOCUMENTATION

BIDDER SHALL NOTE & COMPLY WITH THE POINTS REFERRED UNDER 'NOTE' BELOW.

SL NO	CRITERIA
1.0	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF <b>Rs. 10 .00</b> LACS (EQUIVALENT IN USD FOR FOREIGN BIDDERS) DURING THE LAST 3 (THREE) YEARS, ENDING ON <b>31.03.2013</b> . AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE LAST 3 YEARS, ENDING ON <b>31.03.2013</b> SHALL BE SUBMITTED IN SUPPORT OF ABOVE.
2.0	VENDOR SHOULD HAVE UNDERTAKEN SUPPLY & SERVICES OF ENGINEERING SOFTWARE AND ASSOCIATED ACCESSORIES IN 2(TWO) OR MORE INSTALLATIONS IN LAST FIVE YEARS ENDING ON LATEST DUE DATE OF OFFER SUBMISSION.  RELEVANT DOCUMENTS INCLUDING ORDER COPY AND PROOF OF JOB EXECUTION SHALL BE SUBMITTED IN SUPPORT OF THIS REQUIREMENT.
3.0	BIDDER SHOULD HAVE VALID PAN RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED.
4.0	IN CASE OF BIDDING WITH CONSORTIUM/ TIE-UP/ LICENCE AGREEMENT, FOLLOWING POINTS SHALL BE COMPLIED.  RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED.
4.1	NO. OF PARTNERS INCLUDING PRIME BIDDER SHALL NOT BE MORE THAN 2.
4.2	PRIME BIDDER ALONG WITH CONSORTIUM/ TIE-UP/ LICENCE AGREEMENT PARTNER SHALL ENTER INTO AGREEMENT, WHICH SHALL BE VALID TILL HANDING OVER OF SOFTWARE TO OWNER.
4.3	PRIME BIDDER SHOULD COMPLY WITH CRITERIA UNDER SL NO 1.0.
4.4	PRIME BIDDER AND CONSORTIUM/ TIE-UP/ LICENCE AGREEMENT PARTNER EACH SHALL COMPLY WITH CRITERIA AT SL NO 2.0.
4.5	PRIME BIDDER AND CONSORTIUM/ TIE-UP/ LICENCE AGREEMENT PARTNER EACH SHALL COMPLY WITH CRITERIA UNDER SL NO 3.0.

5.0	<b>FOR FOREIGN VENDORS</b>
	<u>CREDIT RATING REPORT</u>
	THE SUPPLIER TO PROVIDE BUSINESS INFORMATION REPORT INCORPORATING THE RATING OF THE COMPANY BY INTERNATIONAL CREDIT RATING AGENCIES VIZ. DUNS MEMBER OF M/S DUN & BRADSTREET (D&B) ETC. ALONG WITH TECHNICAL OFFER SUCH RATINGS REPORTS SHALL NOT BE OLDER THAN 3 YEARS FROM THE DATE OF SUBMISSION OF OFFER.

**NOTE**

A	BIDDER SHOULD BE A SOFTWARE SOLUTION OR SERVICES PROVIDER OR SOFTWARE DEVELOPER OR DISTRIBUTOR FOR SOFTWARE DEVELOPER.
B	BIDDER SHALL SUBMIT REQUISITE DOCUMENTS, TO COMPLY WITH AFORESAID CRITERIA, PROPERLY INDEXED, ALONG WITH OFFER.
C	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA/ REQUIREMENT, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
D	BIDDER(S) ALREADY REGISTERED WITH OTHER BHEL UNITS OR BHEL-PE&SD FOR SUBJECT PACKAGE, ALSO NEED TO SUBMIT ALL THE REQUIRED CREDENTIALS AS PER THIS DOCUMENT.

**ANNEXURE-II**

<b>BHEL Standard Terms &amp; Conditions</b>	
1.	Free Supply of upgrades / updates as and when released by the principals for the relevant operating system during ALF period and free up gradation to present level.
2.	The supplier has to provide support services subsequent to installation and acceptance of the software. The support services shall cover: <ul style="list-style-type: none"> <li>• Maintenance of the software developed and delivered by the supplier.</li> <li>• Fine tuning of the software.</li> <li>• Additional User training on updates.</li> </ul>
3.	Technical support in the use of software by email / fax / phone / letter correspondence / minimum of one visit of technical expert for every year during ALF period.
4.	<b>Price:</b> in the specified format / details given in the technical specification no.: PEMC-04293. (Price would be best possible discount for BHEL and should carry the documentary evidence of earlier POs / LOs placed by any other BHEL Units / any public sector / any big private sector companies)
5.	<b>Taxes:</b> Applicable Taxes if any, should be explicitly mentioned. Otherwise prices quoted are considered as inclusive of all applicable taxes. Taxes would be paid / reimbursed with documentary evidence. Supplier has to give his consent to accept 'C' form, if BHEL wish to provide where ever it is applicable. Supplier has to make request to BHEL for providing 'C' form.
6.	<b>Period:</b> ALF contract for five years.
7.	Minimum of two days Training on updates / upgrades shall be provided at free of cost during ALF period for each product supply of new upgrade.
8.	In case the contract is through a reseller / distributor or through any other agency, the supplier shall arrange to produce the customer service contract / back-up guaranty from OEM to ensure that BHEL is registered with the OEM and that the OEM undertakes to honor the contract w.r.t the supply of free upgrades / updates and technical support.
9.	In case any new product got introduced in Lieu of old product, the new product has to be offered in place of old for ALF and minimum of two days Training on new product shall be provided at free of cost during ALF period.
10.	In case the contract is through a reseller / distributor or through any other agency, the supplier shall arrange to submit the document showing contractor is authorized reseller / distributor from the principals.
11.	BHEL has right to transfer the contract in partial or in total to its sister units in India.
12.	It shall be ensured that all the modules and the functions already provided in the software supplied to BHEL are also made available during the supply of all future upgrades / updates during the ALF period irrespective of any change in packaging policy for the software.
13.	In case any licensed product is discontinued and a new product having similar functionalities as the discontinued product is released, then the supplier will arrange to transfer the licenses of the discontinued product to equal number of licenses of the new product, as a part of ALF services to BHEL.
14.	The software media is warranted for smooth and trouble free operation during ALF period.
15.	Supplier has to certify that software updates / upgrades are latest as on that date released by the OEM along with each invoice raised for payment.
16.	<b>Delivery :</b> Delivery shall be within 4 weeks from the date of Purchase order.
17.	<b>Installation:</b> Successful Installation of software is considered only after delivery of the media and license file and completing the installation of software at workstations. Successful installation date duly certified by BHEL Engineer shall be considered for payment purpose. Installation shall be completed within 2 weeks from the date of delivery.
18.	The licensing shall be floating soft lock based network license for 5 years.
19.	<b>Penalty clause:</b> a) Penalty (not liquidated damages) will be levied WRT delivery date @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.

	b) No grace period shall be allowed for calculating penalty period. Any deviation in penalty clause shall be considered by loading difference in quote towards penalty clause on vendors quoted prices while evaluating the tender priority beyond the delivery schedule.
20.	All the software modules / functionalities / components / interfaces etc. supplied shall work in floating license.
21.	For each upgrade / update soft copy documentation shall be supplied on free of charge.
22.	Software supplied shall be of latest version.
23.	Prices should be firm till ALF period.
24.	Terms of Delivery -- For Destination (PE & SD Deptt, New Engineering Building, BHEL, Ramachandrapuram, Hyderabad 502 032)
25.	<b>Payment:</b> Payment shall be made quarterly at end of the each completed quarter, duly certified by BHEL Official, within 30 days after submission of original documents for processing.
26.	The quotation must be valid minimum of 90 days from the date of Price Bid Opening.
27.	The supplier shall undertake confidentiality agreement as follows: Supplier shall treat all information that is generated in connection with this assignment as absolutely confidential. All information, analysis, reports and recommendations both in the form of hard copy or on electronic media will be the property of BHEL and must not be used by the supplier for any purpose other than this assignment.
28.	98% uptime for software shall be guaranteed and pro rata deduction for downtime beyond allowed limits will be enforced. Supplier should arrange for proper receipt and redress all complaints during the contract period.
29.	BHEL reserves the right to <ul style="list-style-type: none"> <li>• Reject or consider any offer without assigning any reason whatsoever.</li> <li>• Reject any offer having deviations to BHEL standard terms and conditions.</li> <li>• Alter the specifications at a later stage and consequently invite revised bids.</li> <li>• Alter the scope and requirements including splitting the requirements among suitable suppliers.</li> <li>• Use any part of the scheme submitted by the suppliers to freeze their final System design.</li> </ul>
30.	During the ALF period, free unlimited technical support for installation of the software & for performing administrative tasks and for resolving other technical problems during the usage of the software.
31.	The software media shall be warranted for smooth and trouble free operation. In case the media gets corrupted or damaged, replacement shall be provided free of cost during ALF period.
32.	Offers will be considered only from the suppliers to whom this tender is offered.
33.	Any change of 'host identifier' for the license portion of the software (all modules including prerequisites) to a new host or hardware platform shall be done by supplier at free of cost during ALF period.
34.	In the event of change in license server, supplier shall arrange to shift the new license file on new server with free of cost during ALF period.
35.	All patches / service packs / deliverables if any / updates / upgrades should be delivered to BHEL through CD/ DVD during ALF period.
36.	Passwords to access the knowledge database of the products on OEM's web sites have to be provided to BHEL on free of charge if available.
37.	The software supplied would be independent of the type of the hardware (RISC / UNIX/ Intel-WINDOWS / LINUX). Based on the request by BHEL, supplier has to supply the software media / required license files to work on any platform / hardware on free of charge during ALF period if available.
38.	Acceptance to our Purchase Order by supplier shall be given within 7 days from the date of Purchase Order (PO).
39.	<b>Guaranty / warranty:</b> Where ever required and so provided in specifications / PO. The supplier shall guaranty that the supplied software shall comply with the specifications laid down and the performance. If within the guaranty period the delivery is noncompliant, the supplier shall for its own account replace/ repair / re execute the delivery at purchaser's discretion, when first requested to do so within mutually agreed period without prejudice to purchaser's other legal rights. If the supplier continues to default on its obligations, the purchaser has got the right to proceed to replace/ repair or re execute the order at the supplier's expenses.
40.	Payment shall be made through Electronic Fund Transfer (EFT). Supplier has to give his consent by providing the details for EFT payment.
41.	<b>Arbitration:</b> All disputes arising in connection with the contract shall be settled by mutual consultation. If no

	agreement is reached, the dispute shall be settled in accordance with the provisions of the arbitration and the conciliation act 1996 and the rules made there under. The dispute shall be referred for arbitration to an arbitrator to be appointed by the head of the unit, BHEL, Hyderabad. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Hyderabad in India. The award to be given by the arbitration shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy / Hyderabad courts, Andhra Pradesh.
42.	<b>Applicable Laws and Jurisdiction of Courts:</b> This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy / Hyderabad courts, Andhra Pradesh.
43.	Bidder has to provide the minimum requirement of hardware/ pre-requisite software, if any for smooth working of this software.
44.	Address for placement of Purchase Order (PO) to be specified by Supplier.
45.	Indian bidders shall quote in INR and Foreign Bidders shall quote in USD.
46.	TT selling rate of SBI on the date of Technical Bid Opening will be taken for conversion into INR in case of Foreign Bidders.
47.	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 20 days from the date of receipt of PO valid till completion of the ALF period + 3 months claim period.
48.	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM 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, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
49.	<b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful bidder.
50.	<b>FORCE MAJEURE CONDITION:</b> The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/calendar/majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

**NOTE:**

Commercial Terms & Conditions quoted in any place other than this format, including stated in Vendors General Terms and conditions enclosed if any shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder.

**ANNEXURE - III****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

Purchase / PE&SD  
 BHARAT HEAVY ELECTRICALS LIMITED,  
 Ramachandrapuram  
 Hyderabad-502032

Sub	No Deviation Certificate.	
Job	<b>Supply &amp; Installation of Cooling &amp; Heat Load Calculation Software for Engg/PE&amp;SD Deptt, BHEL R.C.PURAM</b>	
Ref	01	ENQUIRY No. <b>T7B1N04922</b>
	02	BHEL's NIT, vide reference no <b>PEMC 04293 Rev 01</b>
	03	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have noted the job content. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
 Representative of the bidder)