



# BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE :2577645  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: srchandran@bheltry.co.in  
Web:

429-002/A

	<b>Enquiry No</b> 2651500002	<b>Enquiry Date</b> 24.01.2015	<b>Due Date for Quotation</b> 17.02.2015
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. <u>Bid should be submitted in Two Parts. 1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the covers must be placed in a Third Cover and Sealed. Our Enquiry No., Enq. date &amp; Enq. Due date must be written on all Three covers.</u>			


Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	Symantec Netbackup Windows Client Symantec Netbackup 7.1 Windows Client Tier 2 Delivery Support Requirements as per Annexure I	NO	2.000	2.00	23.03.15
20	Microsoft Visual Studio Professional Microsoft Visual Studio 2013 (or Latest) Professional Edition with MSDN 3 yrs upgrade subscription (Latest version) Subscription shall be paid on annual basis. Delivery Support Requirements as per Annexure I	NO	5.000	5.00	23.03.15
30	Adobe Dreamweaver Adobe Dreamweaver CS6.(or latest in Creative Suite i.e. CS Series) Delivery Support Requirements as per Annexure I	NO	5.000	5.00	23.03.15
40	Adobe Photoshop Adobe Photoshop CS6.(or latest in Creative Suite i.e. CS Series) Delivery Support Requirements as per Annexure I	NO	1.000	1.00	23.03.15
50	Adobe Flash Professional Adobe Flash Professional CS6. (or latest in Creative Suite i.e. CS Series) Delivery Support Requirements as per Annexure I	NO	1.000	1.00	23.03.15
60	Adobe Acrobat Professional Adobe Acrobat XI (or latest) Professional. Delivery Support Requirements as per Annexure I	NO	5.000	5.00	23.03.15

**General Note:**

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid+ Checklist (Annexure-A) + unpriced bid with indicating taxes & duties (Annexure-B) in a sealed cover super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"  
Part-II. Priced offer in another separate sealed cover super scribing on the cover as "Part-I-Price Bid"

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

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

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
P.G. Prabhakar  
Senior Manager  
Purchase / NIM / MFG  
BHEL, TRICHY - 620 014



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THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

PHONE :2577645  
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FAX NO: 2520719  
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Web:

2651500002 / 24.01.2015

23505

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

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided Annexure-A. All the Annexures should be filled and submitted along with the technical bid (no row shall be left blank), else your offer is liable for rejection.
3. Offers with validity of less than 120 days and non-acceptance of LD , RP clause & Payment terms, will lead to rejection of submitted offer.
4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.
5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-A/Point no.15)
7. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

**List of Attachments:**

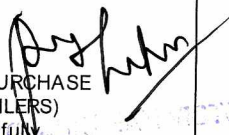
1. Qualifying Criteria
2. Technical Specification Annexure-I
3. Commercial Terms and Conditions - Annexure-A
4. Price Format-Annexure-B

**Enclosures:**

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

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

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

Senior Manager  
Purchase / NIM / MFG  
BHEL, TRICHY - 620 014.

## **Technical Requirement of Vendor for :**

- 1. Symantec Netbackup 7.1 Windows Client**
- 2. Microsoft Visual Studio 2013 Professional with MSDN**
- 3. Adobe Dreamweaver CS6**
- 4. Adobe Photoshop CS6**
- 5. Adobe Flash Professional CS6**
- 6. Adobe Acrobat Professional XI**

<b>Sl.No.</b>	<b>Criteria</b>	<b>Evidence to be submitted</b>
1.	Should be an OEM authorised Reseller/ Distributor	Certificate from OEM authorising the vendor as a reseller/distributor valid for the bid validity period

Offers will be rejected if Proof is not attached for the above criteria

## **ANNEXURE-I**

### **Delivery Support Requirements**

<b>Sl No</b>	<b>Feature</b>	<b>Requirement</b>
1	Delivery Support	<ul style="list-style-type: none"><li>i. Identifying appropriate product versions.</li><li>ii. Validate relevant product update versions required for successful installation.</li><li>iii. The software should be from OEM and should be supplied in the form of DVD.</li><li>iv. The product should be licensed to BHEL.</li></ul>

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-A

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

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

**CHECK-LIST FOR VENDORS**

SI No	DESCRIPTION
1.	<p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"> <li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "<b>Part I - Technical and commercial bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li> <li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked "<b>Part II - Price bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li> </ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as "<b>Part I and Part II of Enquiry No., due date of opening</b>" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered. Tender should not be addressed to any Individual's name but only by designation to:</p> <p style="text-align: center;"><b>Sr. DGM / CAPITAL PURCHASE / MFG 24 BUILDING, 4TH FLOOR BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014 TAMIL NADU, INDIA</b></p> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p>
2.	<p><b><u>OPENING OF TENDERS</u></b></p> <p>The Part I- Technical &amp; commercial bid would be opened on the Tender opening date.</p> <p>Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I (Point no.15).</p> <p>Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA</p>
3.	<p><b><u>TAXES AND DUTIES :</u></b></p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 &amp; BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p><b>Cenvat credit &amp; VAT credit</b> (for Indian Bidders only): If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing <b>CENVAT</b> credit for his input materials, the effect of proforma credit should be passed on to the purchaser</p> <p><b>Income Tax applicable</b> Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&amp;C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier</p>

<b>No row shall be left blank. Please indicate NA, in case the item is “not applicable”</b>		<b>Vendor's confirmation</b>
4.	<b>Validity:</b> Validity of the offer should be <b>120 days</b> from the date of tender opening.	
5.	<b>Release of Purchase Order:</b> ➤ Purchase Orders will be released on the successful vendor L1 vendor for each items.	
6.	<b>Payment terms for Supply Portion</b> 100% Payment within 45-90 days after receipt, acceptance and installation of software at BHEL Trichy  Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.	
7.	<b>Liquidated damages (LD):</b> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ and/or ‘I&C’ will be applicable to the delays attributed to vendor. LD will be considered separately for ‘Delivery’ and ‘I &C’. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.  For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.  Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
8.	<b>Risk Purchase:</b> Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
9.	<b>Delivery terms and evaluation process:</b> Bidders should submit their offer on <b>FOR BHEL, Tiruchy</b> basis.. Applicable % of ED & Sales Tax , service tax should be clearly indicated. <b>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)</b>	
10.	<b>Guarantee:</b> Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the software or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply.) Normally No deviation permitted and the deviated offers are liable for rejection.	
11.	<b>Short shipment / Warranty replacement:</b> In case of any short shipment in the main items, Customs Duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Tiruchirappalli, basis.	
12.	<b>Test certificates / Operating and Maintenance manuals:</b> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	
13.	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.	
14.	<b>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</b>	

<p><b>15.</b></p>	<p><b>Reverse Auction (RA):</b></p> <p>BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below</p> <p>Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.</li> <li>3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</li> <li>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.</li> </ol> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
<p><b>16.</b></p>	<ul style="list-style-type: none"> <li>➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used.</li> <li>➤ Incomplete offers will not be considered for further processing Fixed price:</li> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All items / Services including concerned personnel for carrying out the installation and commissioning of the software shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ The vendor shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost</li> <li>➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> </ul>	

<b>17. Company Details &amp; Contact</b>			
Full Address of the company for future correspondence. (Copy of address proof & PAN card shall be attached along with Part-I)			
Company Email ID:		Phone No.:	
Fax No		PAN No	
CST /TIN No		Service Tax No.	
Name of the contact person:		Mobile No.:	
e-mail ID			
% of Excise Duty with cess			
% of TAX (CST/VAT) (TNGST <b>without</b> FORM-17 or CST <b>without</b> C-FORM)			
Service Tax			
<b>18.</b>	Delivery from the date of Letter of Intent / Purchase Order. <b>(This should be inclusive of Order acceptance, I and time period required for dispatch (B/L or AWB date) etc.,</b>		
<b>19.</b>	Blank price bid format (Annexure-B) indicating applicable percentage of taxes & duties shall be submitted along with Part-I		
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <pgavictor@bheltry.co.in>			

**NOTE**

a) Your specific acceptance to our Payment terms, LD & Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

**b) No row shall be left blank. Please indicate NA, in case the item is “not applicable”**

**Declaration:-**

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

Name:  
Designation:

Signature with date:

(AFFIX OFFICIAL SEAL HERE)

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

**Bharat Heavy Electricals Limited TIRUCHIRAPPALLI****CAPITAL PURCHASE****MODEL PRICE BID FORMAT**

Enquiry No. &amp; Date:

Bidder's Offer No. &amp; Date:

Sl No.	Description of item	Unit	QTY	Rate /Qty in Rs. (excluding of all taxes)	% of VAT/CST without any concession	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
1	Symantec Netback up 7.1 Windows Client	No	2					
2	Microsoft Visual Studio Professional (latest) edition with MSDN Subscription (for 1 <sup>st</sup> year).	No	5					
2.1	MSDN Subscription for second year	No	5					
2.2	MSDN Subscription for third year	No	5					
3	Adobe Dreamweaver	No	5					
4	Adobe Photoshop	No	1					
5	Adobe Flash Professional	No	1					
6	Adobe Acrobat Professional	No	5					
	TOTAL				-----	-----	-----	-----

\* **No separate charge for delivery & installation support**

Signature &amp; Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"