

Name of Works: **SERVICE CONTRACT FOR PROVIDING SERVICES FOR e-PROCUREMENT SOLUTION IN BHEL on APPLICATION SERVICE PROVIDER (ASP) Model FOR THREE MONTHS DURING 2020.**

Enquiry No.: **BHEL-TRY/ WCM/9472000054 / 27.07.2020**

BHARAT HEAVY ELECTRICALS LIMITED, TRICHY

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-TRY/ WCM/9472000054 / 27.07.2020
2.	Name of works	SERVICE CONTRACT FOR PROVIDING SERVICES FOR e-PROCUREMENT SOLUTION IN BHEL on APPLICATION SERVICE PROVIDER (ASP) Model FOR THREE MONTHS DURING 2020.
3.	Tender Type	Single Tender -Two part
4.	Name of the Vendor	M/s e-PROCUREMENT TECHNOLOGIES LIMITED, AHMEDABAD (71175)
5.	Address of vendor	B-704/705, WALL STREET-II, OPP ORIENT CLUB, NEAR GUJARAT COLLEGE, ELLSI BRIDGE, AHMEDABAD-380006
6.	Location of work	SERVICES TO BE PROVIDED FOR ALL BHEL UNITS.
7.	Period of contract	Three months from the date of award of contract.
8.	Earnest Money Deposit	₹23,600 /- (Rupees Twenty-three thousand six hundred only)
9.	Tender Document details	<u>A] Part-I Technical Bid</u> <u>Pages</u> ANNEX-1A (Technical Bid-Qualifying Criteria) 02 ANNEX -1B (Scope of Work & Technical Terms and Conditions) 13 ANNEX -1C (General Terms & Conditions of Contract) 09 ANNEX -1D (Special Terms & Conditions of Contract) 01 ANNEX - A (No deviation certificate) 01 ANNEX - B (EFT Format) 01 ANNEX - C (CA Certificate for MSE Bidder) 01 ANNEX -D (EMD payment Instruction E-COLLECT) 01 <u>B] Part- II Price Bid</u> <u>Pages</u> ANNEX -II (Price bid) 1
10.	Address for Sending Tender document.	To be submitted electronically by logging to e-procurement portal https://bhel.abcpurchase.com
11.	Contact person for queries related to tender.	Shri Satya Prakash, Dy. Manager/WCM, BHEL-Trichy Land line: 0431 257 5242; e-mail: satyaprakash@bhel.in Shri Balamurugan M, Manager/ WCM, BHEL-Trichy Land line: 0431 257 6757; e-mail: mbn@bhel.in
12.	Contact person for queries related to scope of work and execution of contract.	Shri. Sanjeevi B , AGM / MM Mob: 9443176887; e-mail : sanjeevi@bhel.in
12.	Due date for submission of Tender	07.08.2020/ 14:30 Hrs.
13.	Date of Tender Opening	07.08.2020/ 14:45 Hrs. (Offer may be opened as and when received with prior intimation if offer received before due date.)

INSTRUCTIONS TO THE TENDERER

- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

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ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)

A: (Bidders Profile)

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details : Landline /Mobile number:.	
5.	E-mail Address for communication w.r.t tender / award of work.	
6.	Name and Contact details of person for communication related to Tender	
7.	BHEL Vendor Code (If any)	

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B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

1	EMD amount: ₹23,600 /- (Rupees Twenty-three thousand six hundred only) EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure -D for making EMD payment through SBI-E collect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable. a. EMD is waived off based on submission of UAM along with CA Certificate (As per Annexure-C of tender document) issued for latest financial year ending on 31st March 2019/ Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-C of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME..	DD/ FDR / PAY ORDER DETAILS: AMOUNT: ☐ INST.NO: INST. DATE: ISSUING BANK: OR RTGS PAYMENT DETAILS: AMOUNT: ☐ RECEIPT NO: RECEIPT DATE: BANK DETAILS: OR MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL
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C: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Acceptance to Scope of work and Terms and conditions of Contract. (Duly signed and sealed copy of tender document to be submitted)
2	“No deviation certificate” in letterhead as per enclosed Annexure-A of tender document in Enterprise/ Company/ Firm letterhead duly signed and sealed copy to be submitted.
3	Applicable GST % against the scope of work%

NOTE: Self attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY

SL NO	Description of Work	UOM	Approximate Qty. of work in UOM for Three Months
1	PROVIDING SERVICES FOR e-PROCUREMENT SOLUTION IN BHEL on APPLICATION SERVICE PROVIDER (ASP) Model FOR THREE MONTHS DURING 2020 FOR BHEL UNITS.	Event	4000

B. SCOPE OF WORK

The scope includes providing Platform for e-Procurement with the objective of automating the entire Procurement process in BHEL. The scope is described as under:

SALIENT FEATURES - e-Procurement

B.1 Creation and Publishing.

- Provision for uploading Purchase Requisitions (Format will be provided)
- Uploading / Update of directory like Buyer, Seller, Material etc., with editing provision.
- Tender creation/ uploading should be possible from legacy/ ERP systems using intermediate server and directly online
- Provision to create RFQ / Bid Templates (Techno Commercial / Price)
- Library of templates and provision to create dynamic templates.
- Uploading of Enquiries along with all attachments without size limitation
- Pre-viewing and approval of the Enquiries before publishing.
- Publishing of Enquiries with approval work-flows
- Provision for due date extension, Addenda/ Corrigenda / Cancellation, deletion /Suspension of enquiries with approval work-flows.

B.2 Bid submission

- Availability of Enquiries to respective selected registered vendors.
- Uploading of Bids along with all documents in required formats by the bidder without size limitation.
- Customizable e-Mail / alerts to Suppliers / Contractors / BHEL users regarding various events /workflows like publishing of enquiry, tender opening, Corrigenda etc.
- Reminder e-Mails to be sent periodically after publishing the tender. Provision to enter multiple e-Mail IDs of vendors / indenters etc. by the purchase executive.
- Provision for Price Impact/ Revised bidding

B.3 Bid Opening / Award of Contract.

- Bid opening (Technical / Price)
- Multi-level Work-flow for proposals and approvals.
- Provision for online clarifications with vendors, internal users etc.
- Provision for Transferring, Branching, re-calling work-flows etc.,
- Online comparative statement (Techno Commercial / Price)
- Provision for counter offering L1 price to another vendors / price impact/ revised bid.

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- g. Provision for uploading of Award of Contract details.
- h. Provision for downloading quotation data in the required format to interface with backend
- i. Provision for generation of various reports for Bidder/BHEL
- j. User friendly comprehensive dynamic dashboard indicating various activities with hyperlink.
- k. Provision for Auditor view – The complete transaction of an RFQ as available in the live portal.

B.4The SCOPE shall also support the following facilities.

- a. To conduct secured web-based e-Procurement event on behalf of BHEL among international and domestic vendor / contractors.
- b. Provision for bidders to participate in Open, Limited and Single Tender for supplies and services -Procurement, Vendor training and enabling them to participate in the e-Bidding.
- c. All other services associated with e-Procurement such as transaction capturing, Audit trail, report generation, training etc. are to be provided.
- d. In addition, the checklist enclosed as Annexure A must be duly filled in and enclosed with the unpriced bid.
- e. Provision for data exchange and synchronization in required formats will be suggested by BHEL to ensure seamless integration of e-Procurement System with the existing backend system of BHEL units.
- f. Provide capability to generate customizable reports on all procurement activities
- g. The system shall have provision to create administrative roles for :-
 - BHEL users Registration & Rights Allocation
 - Supplier / Contractor inclusion, Deletion, editing etc.,
 - Activation / De activation of DSCs
 - Generation of MIRs
- h. After the bids are opened, provision for downloading the entire bid data at any stage including all attachments/ documents uploaded by bidders/ BHEL, clarifications, pre-bid discussions, comparative statements, award of contracts uploaded by BHEL etc. with timestamp and credentials in indexed directory structure
- i. Helpdesk facility and support for vendors/ BHEL Users, updated documentation/ Training manuals (audio/ visuals), demonstration.
- j. Provision of initiating and handling multiple e-Procurement activities simultaneously with a fast response time.
- k. Multi-level Work-flow for approvals at any stage
- l. Provision for multiple file transferring, marking to multiple users, recalling work-flows etc.
- m. Provision to enter multiple e-Mail IDs of vendors
- n. Provision to associate multiple BHEL users in a tender

Though the basic solution will be common among the different units of BHEL, there will be some unit specific requirements to be addressed by the bidder at no additional cost

C. FUNCTIONALITY REQUIREMENTS OF E-PROCUREMENT SOLUTION

- a. Bidder registration includes allotment of a unique user ID to each vendor along with mapping of their Digital Signature Certificates (DSCs).
- b. System shall support two level authentication mechanism i.e. User id+ Password and DSC based authentication
- c. Unit level Administrator role to manage BHEL Users, uploading/ editing profile of vendors.
- d. The system shall also have the provision to generate templates dynamically (xls based etc.) depending upon the requirement.
- e. System shall facilitate auto conversion of numbers/values entered by the Bidders into

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words and shall not allow the Bidders to edit the amount in words.

- f. Facility to upload Minutes of Meeting at applicable stages
- g. Provision for submission of price bid using multiple currencies also and shall also facilitate selection of item-wise applicable currency in the bid.
- h. System shall have provision to display the validity of users' DSC after login.
- i. System shall have provision to display Last login details after Login.

Though every effort has been made to give the complete detailed Technical specification in this tender to address all our requirements, there may be additional requirements which may be required during usage of the system. These requirements have to be carried out without any additional cost.

Detailed functionality requirements is covered in para 6.0

D. REGISTRATION AND ADMINISTRATION

D.1 Bidders

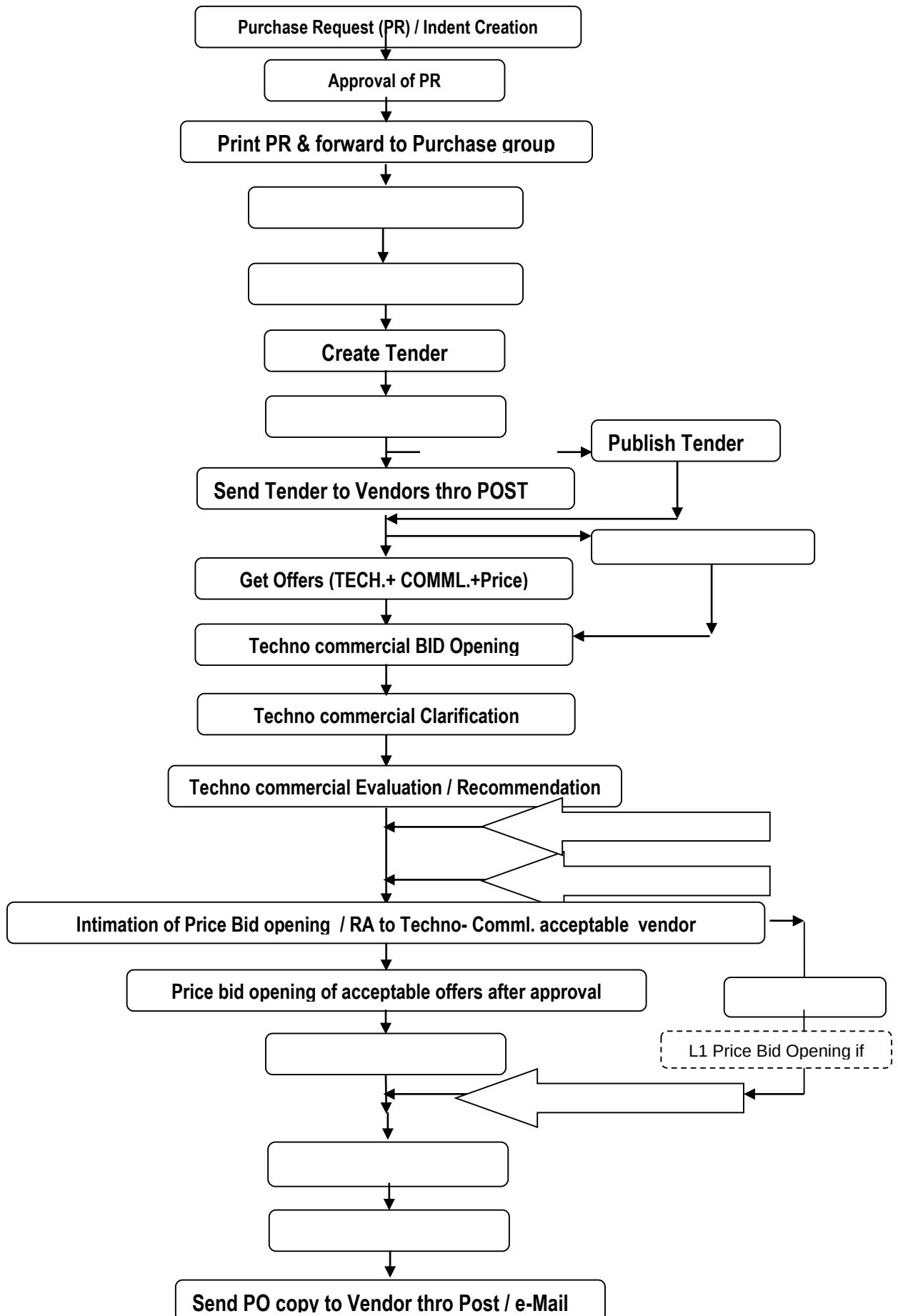
- a. BHEL vendors – BHEL unit's vendor code will be the user id
- b. Vendors participating first time through Open tenders/ Single tenders – system generated user id will be generated
- c. Bidder registration includes allotment of a one-time unique user ID to each supplier/contractor along with mapping of their DSCs.
- d. DSC mapping for BHEL vendors will be done by Admin Unit MM and in case of an Open tender DSC mapping will be done by the purchase officer/ self-approval by the bidder.
- e. e-Mail based intimation on registration.
- f. System shall facilitate the administrators to cancel / suspend the registration of any particular contractor / Supplier / bidder based on the recommendation from.
- g. System shall support two level authentication mechanism i.e. User id+ Password and Digital Signature Certificate based authentication for all registered Suppliers/ Buyers
- h. The system will put in place mechanisms, which would assist the contractor/ Supplier in retrieving the forgotten credentials (e.g. passwords) as per STQC guidelines.

D.2BHEL Users (Buyers)

Provision of creating multiple users to manage e-Procurement Provision of creating following users in order to manage the overall portal and other functions

- a. Administrator role to manage BHEL Users.
- b. Buyers to create e-procurement enquiries, publish the same, open the bids along with Finance users, process the files and with workflow approvals.
- c. The addition / mapping of user by RFQ owner.
- d. Mass uploading of BUYER and Seller by BHEL unit level administrator. With editing facility.

E. FLOW CHART of BHEL Procurement PROCESS



F. DETAILED SYSTEM SPECIFICATION

1. System shall facilitate of various types (Single / limited / open) of RFQ /enquiry by BHEL.
2. System shall facilitate BHEL in selection of templates from library of forms or creation of customized bid forms or Excel file for different stages of pre-qualification, technical & commercial etc., to suit specific requirements (checklist) of RFQ/enquiry posted.
3. The system shall also have the provision to generate templates dynamically depending upon the Buyer / Seller requirement.
4. System shall enable the bidder to respond against the techno- commercial attributes in the online template provided.
5. Facilitate upload of drawings, technical specifications, catalogs and other data along with the tender document.
6. Facilitate virus scan of uploaded documents before they are accepted and stored in the e-Procurement system.
7. System shall facilitate capturing the commercial bid value in numbers based on the specific requirements of the tender. System shall facilitate auto conversion of numbers/values entered by the Bidders into words and shall not allow the Bidders to edit the amounts in words.
8. System shall have provision for capturing the deviations by the Bidder, if any.
9. The Enquiry notifications shall be visible to the eligible selected suppliers / contractors. For Limited /Single Tenders- All the suppliers marked by Purchase officer in the legacy system will be eligible. Once the tender is published the eligible supplier list in the enquiry cannot be changed. Any enquiry data transferred from legacy to the portal can be changed through proper revision number.
10. Allow on-line Enquiry / RFQ notifications search based on various parameters like Enquiry / RFQ number, Item /works description, date of notification, Bid due date etc. sort facility on the above parameters also to be provided.
11. Facility for vendor to upload documents during clarifications even after techno-commercial bid opening, prior to price bid opening, based on BHEL authorization.
12. Facility to upload Minutes of meeting
13. A web based application similar to live portal for viewing shall be provided. Daily incremental transfer of data, attachments etc., to BHEL server automatically from Service provider's server shall be done by the service provider. A complete documentation of application and database structure shall be provided with the above application. The application and database maintenance shall be in the scope of Service Provider. Service provider shall also be under obligation for maintenance of the application after the expiry of contract limited to fixing of bugs as and when required.
14. Online pre-bid session shall facilitate capturing the clarifications of the suppliers and enable the inviting authority to respond online immediately. System shall also facilitate definition of fixed duration for conducting the online pre-bid meeting through the e-Procurement system and shall allow the suppliers to post the requests for clarifications only during such defined period. System shall not allow the suppliers

to post the queries after completion of defined pre-bid period

15.Corrigendum facility to be provided for the following

- a. RFQ Due date and Part-II due date change
- b. Adding fresh attachments
- c. Addition / Deletion of Item, Vendor
- d. Change of Quantity
- e. Change in terms
- f. Change in Header / Item attributes.
- g. Any other like Differential RFQ - selective corrigendum
- h. Provision to give corrigendum to the selected sellers and In that case system should retain the offers submitted by other bidders.
- i. Bid deletion in case of differential RFQ in .xls mode i.e. delete the bid with intimation only for the supplier whose scope has been modified.
- j. If the corrigendum is common for the tender and not a “Date corrigendum”, then it can delete the previous bids already submitted. Also provision should be made in the system with an option Retaining / Deleting the previously submitted bids.
- k. If the corrigendum is for selective vendors it should be for the selected vendors alone.

16.All Corrigendum should facilitate workflow-based approvals with customizable e-mail triggers.

17.System shall save the entire discussion held through the online session and shall not enable editing/deletion of contents in the session.

18.POP UP message box/ dashboard intimating all actions like clarification / workflows to and from Vendor / Indentor / Buyer to be provided as and when the user is logging in the system.

19.Dashboard for all actions like clarification / workflows / Pending activities to all e-Procurement users to be provided as and when the user is logging in the system.

20.Display clearly, on appropriate screens, the System (Server) time in IST (Indian Standard Time) and the time left in hours and minutes for the closing of the bid submission.

21.System should not allow submission of bid without filling or responding to mandatory requirements.

22.Provision to regret the tender as whole and item wise, in case the bidder chooses to do so. Provision to enter remarks for regret should also be provided.

23.Allow submission of a bid prior to the bid submission deadline System shall implement time-stamping facility to ensure the exact submission date and time of a bid is recorded (i.e. the date and time on which the documents are received on the server)

24.Allow Suppliers / Contractors to save their bid as a draft and should also provide the facility to modify their bid until the tender due date and time.

25.System shall implement access controls to ensure that BHEL users or Service provider or any other individuals have no access to the bid responses being

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prepared by the suppliers / contractors till tenders are opened.

- 26.** Prior to final submission of bid, the bidder should be able to view the complete Bid in draft mode as entered in the system and the system should mandate the Bidder to encrypt and digitally sign the bid offer document.
- 27.** Prevent bid submission or bid modifications or withdrawals after the tender due date and time
- 28.** System shall issue an online acknowledgement at the end of bid submission duly indicating the list of files uploaded by the Bidder, date & time of uploading etc. it should also be possible for the bidder to download submitted bid in date & time stamped pdf format.
- 29.** System shall perform field level validation controls as applicable.
- 30.** During bid submission, system shall display the errors/gaps with clear pointers to the fields having gaps/errors in the information provided by the Bidders in each page of bid submission forms.
- 31.** Upon completion of filling the bid submission forms and uploading all the attachments, system shall display a consolidated view of completeness of information provided by the Bidder in bid submission forms. System shall ensure that mandatory requirements/ attachments/documents are submitted by the Bidder before submission of the bid. System shall facilitate print preview and print facility for all the forms filled and saved by BHEL including list of all attachments and also with RFQ index.
- 32.** The system shall provide a facility for online viewing of the bidding template against every tender by the BHEL tender owner.
- 33.** If the document validation fails, system automatically displays appropriate notification to bidders. System should display appropriate error message to user and reject the document submission of the Bidder.
- 34.** The system shall facilitate submission of price bid using the currencies allowed for the respective bid and shall also facilitate selection of item wise applicable currency in the bid. System should provide facility for entering exchange rates for calculation of online comparative statement. This can be provided before preparation of Comparative Statement in a separate loading page,
- 35.** Should support offline payment mechanism wherein the Bidder purchases the appropriate instrument for EMD/BID Security and provides the details in the system.
- 36.** Bid documents, shall be decrypted only at the time of bid opening date and time. Till the time of bid opening, it shall remain in encrypted manner.
- 37.** System shall ensure Symmetric / Asymmetric (PKI based) of the bid at client's end before submission and submitted bids shall remain locked by the system until the designated bid opening date and time.
- 38.** The e-procurement system shall allow to encrypt by DSC or Symmetric Pass-phrase and allow submission only after digitally signing the bid document.
- 39.** Protect submitted bids from being viewed/edited (even by system administrators) before the bid opening date & time prescribed for technical and

commercial bids.

40. Every attempt to gain access to locked bids must be recorded in the system's logs.
41. Access to enquiry responses at various stage (e.g. Pre- qualification, technical and commercial bid evaluation).
42. The system shall provide a facility to evaluate item wise vendor wise Acceptance/Rejection/Comments which should be recordable during evaluation.
43. System shall provide Loading template for evaluation of bids before price bid opening. Provision shall also be there for changing the Loading after clarification from bidder(s) during evaluation stage. Also, the Comparative Statement should reflect the final loading.
44. CS generation in comparison with PPO / LPP price / estimates, (Data will be transferred from BHEL's end / Provision to feed in the PPO/LPP in prior generating CS).
45. System shall enable BHEL user to extend the bid opening date using the corrigendum duly recording the reasons for extension with approval work-flow.
46. System shall enable simultaneous unlocking of all bids of the same type in each phase. (i.e. all eligible unpriced offers first, followed by priced offers of techno-commercially acceptable bidders, etc.)
47. The system shall have the provision for substitute bid openers / decrypter facility.
48. Online tender opening event as per extant standard guidelines.
49. The bids shall be displayed to the bidders without loading factors for a given period.
50. Data transfer from BHEL's legacy back end to EPS and vice versa
51. After the bids are opened, the entire bid data and documents including all attachments shall be generated into a PDF and other downloadable format to interface with BHEL back end.
52. System should capture milestone events with time stamp like Publishing of tender, Opening of tech bid, technical evaluation, price bid opening, proposal approval, PO placement etc (defined by BHEL) to calculate the time taken RFQ-PO.
53. Provision for Discussion (Inviting opinion / comment on workflows)
54. The system should have functionality for workflow-based approvals with customizable e_mail triggers for the following modules.
 - Tender Publishing,
 - Tender opening,
 - Techno-Commercial Evaluations,
 - Note-sheets etc.
 - Auditor's view
 - Clarifications with attachment and signing (within BHEL and with/by Bidder(s), directly to seller from evaluator with CC to tender owner) along with features of an email facility like read/ unread messages, sending, forwarding etc.
 - Discussions
 - Branch out /Transfer.
 - Corrigendum.
55. All tender related data shall be viewable in all the workflows at all levels. Comment

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boxes to be provided in all workflows with save, save as draft, review, approve, transfer, initiate discussion and file attachment options.

56.Auto complete and sort by First name to be done for all the search option.

57.Text alerts & Caps lock ALERT may be displayed while entering password and wherever required.

58.Provision for saving the list of approvers as a group to be provided for using in workflows.

59.Viewing Provision for HOD / section heads of respective Purchase Group to monitor the Tenders pertains to his group.

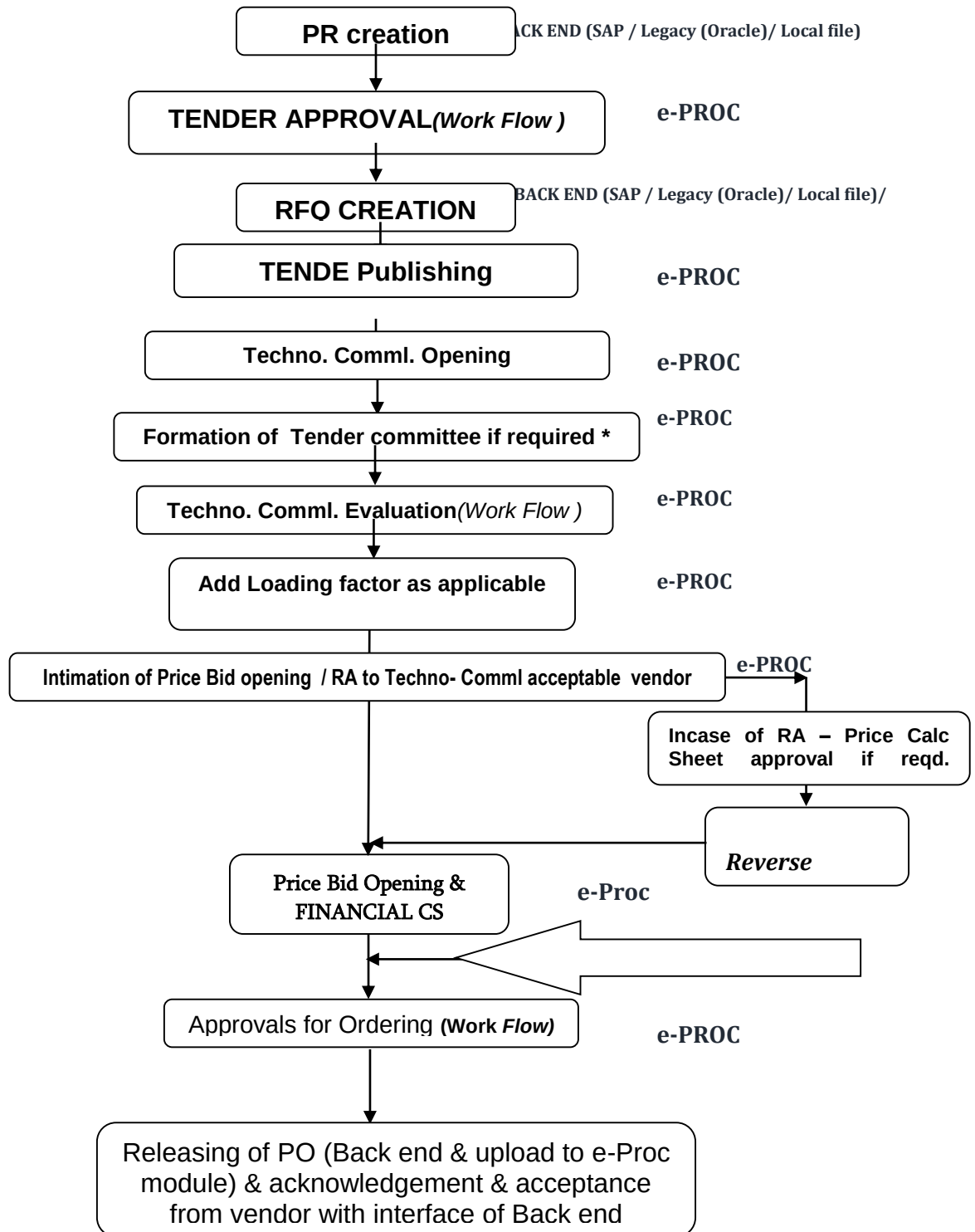
60.Tender specific History of all workflows, clarifications, discussions, corrigendum etc.

61.Provision of creation of single indexed pdf. file of the RFQ with all events and attachments.

G. GENERAL REQUIREMENTS

- 1.** System should ensure that logs are accessible only by authorized personnel.
- 2.** If user closes Web browser or does not perform any activities on the system for a certain period of time: System uses a time limit of inactivity. If the session of a certain user is idle for longer than the predefined time limit, system automatically signs the user out.
- 3.** Support configuration of roles such as the system administrators who will create and manage user profiles, super user for the overall control, other BHEL users for publishing of enquiries/auctions / reporting purposes etc.
- 4.** Maintain audit logs of such activities for future referral, dispute resolution, MIR generation, etc. For each user/role defined in the workflow, system shall facilitate definition of a cover user/alternate user who can perform the designated functions in absence of the main user. The requests for processing/approval in the e-Procurement system shall be automatically routed to the cover user in case of non-availability of main user.
- 5.** Provision to be made to know the latest position of a given RFQ no for more no. of RFQs are to be floated through; e-procurement there must be a provision to know the latest position of a given RFQ present.
- 6.** Server shall be located in India
- 7.** The system shall be configured for high-availability and available for 24x7 operation. The service provider shall ensure availability of proper backup and retrieval system for the data related to BHEL. Bidder to submit details of business continuity and disaster recovery system is in place for smooth and uninterrupted operation of the system. The following shall be ensured:
- 8.** High-availability and 24x7 operation.
- 9.** Global access.
- 10.**Platform independent (OS / Browser) access by users.
- 11.** Documentation or User Manual (audio visual) is to be provided for both the Buyer and Seller for using the portal updated periodically as and when the system undergoes changes. An exclusive module for customer complaint handling - with reports on complaints registered

INTERFACE WITH LEGACY SYSTEMS - e-PROCUREMENT PROCESS FLOW



H. Functional Requirements

- a. System shall ensure Symmetric / Asymmetric (PKI based) of the bid at client's end before submission and submitted bids shall remain locked by the system until the designated bid opening date and time.
- b. System shall have separate facility for digital signature certificate verification before login.
- c. System shall have provision to display the validity of users DSC after login.
- d. System shall have provision to display Last login details soon after Login.
- e. System shall maintain detailed audit trails for the preparation of Bidding Document by BHEL users and Bid submission activities performed by the suppliers / contractors in e-Procurement system. Such audit trails shall capture the details of date and time stamps, users etc.
- f. System should ensure that the Bidder signs each supporting document with the DSC in the system.
- g. While the Bidder uploads a document, the system must perform following minimum validation checks, in order to ensure the documents compliance with the system specifications.
 1. System checks that document is digitally signed
 2. System verifies the validity of the digital signature of the Bidder against the Certificate Authority revocation list
 3. System should verify/ ensure that documents are encrypted
- h. System shall support signing the supporting documents using the digital signature certificate of the Bidder.
- i. Facilitate double authentication of Bidders - first at the time of login on system then again at the time of submitting the technical and commercial bids, this is in order to validate that the session has not expired at the time of actual bid submission.
- j. Maintain audit trails for entire tender lifecycle (for detailed requirement on Audit trail see Appendix-A to Functional Requirements), from enquiry creation to bids received and selected. If any bids are rejected, system should record for what reasons and by whom. All actions of Bidders should also be tracked (necessary to avoid litigations).
- k. System shall facilitate entrusting the bid opening responsibility to two or more individuals as identified for respective tender and system shall enable opening/decrypting the bids only using the DSCs / Pass phrase of the bidder, together, of such identified bid opening officers for the bid.
- l. Decryption of the bids submitted by the Bidders should not be done at the Web Server on receipt of bids and shall be done only when opening of respective bid content (technical or commercial based on the stage of bid evaluation) is required.
- m. System shall maintain detailed audit trails for the preparation of Bidding Document by BHEL users and Bid submission activities performed by the suppliers / contractors in e-Procurement system. Such audit trails shall capture the details of date and time stamps, users etc.
- n. Allow periodic downloading of archived documents/data by BHEL through a separate link for enquiries that have completed the Procurement process. A web portal on BHEL server with software platform specified by BHEL to be provided for viewing (similar to live portal) / printing / downloading the data.

H.1 AUDIT TRAIL:

- a. System should track Login & Logout Time of each and every user and maintain a log of the same.
- b. System should track each and every page a user Visits and maintain the log of the same.
- c. System should track the web statistics as how many visitor visited, pages viewed, bandwidth used on daily basis.

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- d. In case original content is modified, then system should be able to generate copy of original content as well as new, modified content.
- e. System should also be able to generate Database Access Report for a period as required.
- f. System should also be able to generate FTP Access Report for a period as required.
- g. System should also log all Intrusion Attempts and alert the Administrator.
- h. System should also maintain Server Up Time and Down Time log.

I. LIST of MAJOR BHEL UNITS FOR WHICH SERVICES ARE TO BE PROVIDED AS PER SCOPE OF WORK

Sl	BHEL Plants / Location
1	HPBP-Trichy
2	EDN- Bangalore
3	BAP-Ranipet
4	HEP- Bhopal
5	PEM-Noida
6	HEEP –Haridwar
7	HPEP - Hyderabad
8	EPD-ISG Bangalore
9	BHEL RoD, Chennai, Mumbai
10	HERP Varanasi
11	TBG- Delhi
12	Jhansi
13	IP & CSU FP Jagdishpur
14	CFP-Rudrapur
15	CFFP Haridwar
16	HPVP Vizag
17	REGIONs – (NR,ER,WR &SR)
18	CORP R&D Hyderabad

J. CONTRACT PERIOD AND PLACE OF WORK:

- 1. Duration of the contract: **Three months** from the date of award of contract.
- 2. The work shall be carried out for all BHEL units.

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K. LIQUIDATED DAMAGES (LD)/PENALTY:

1.) The Service provider shall ensure that e-procurement website as well as complete hardware/software supports are available round the clock (24*7). The Service shall be made available with same speed for 250 concurrence user without slow down its operation speed.

BHEL may impose penalty as deemed fit for non-availability of service. LD @ 0.5 % of Value of the event rate per day or part thereof subjected to a maximum of 10% of Value of the event rate per day will be levied.

In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

L. PAYMENT TERMS:

1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect. All the tenders hosted in e-procurement portal till contract end date will be eligible for payment after completion of event which may take place after contract end date.
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance may be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Deviations:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to be carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

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7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹ 2,00,000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

iv) "GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

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6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12 Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.

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3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:**
 - a) Unskilled : ₹ 3,200/-
 - b) Semi-skilled : ₹ 3,700/-
 - c) Skilled : ₹ 4,100/-

13. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

16. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage

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resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as

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a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22 Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. Arbitration:

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Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27 SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

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BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29 FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

1. The Parties who have been suspended or black listed or issued with “Show Cause Notice “by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
2. Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
 - a. The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

1. Technical Bid of tenderer will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
2. Price Bid of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidder to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. **The work will be awarded on Package Wise L1 basis.**
3. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

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PART-I (No Deviation Certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

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I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

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Annexure-B

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

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Annexure – C

Certificate by Chartered Accountant on letter head for MSE bidder

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** dtd:, Category:(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :
Rs.Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs.Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

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Annexure-II

PART-I (PRICE BID)
(FOR REFERENCE ONLY)

Sl. No	DESCRIPTION	UOM	QTY	Unit Rate (₹/ UOM)	Total Value (₹)
1	PROVIDING SERVICES FOR e-PROCUREMENT SOLUTION IN BHEL on APPLICATION SERVICE PROVIDER (ASP) Model FOR THREE MONTHS DURING 2020.	Event	4000	Vendor to quote the unit rate in e-procurement portal.	This value shall be calculated automatically in e-procurement portal.
GST @ % (₹)					Vendor to quote the applicable GST % in e-procurement portal.
Total including GST (₹)					This value shall be calculated automatically in e-procurement portal.