

Gram : BHARATELEC : 080-26740137 PHONE : 26998... (EPABX. NO.)

ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/DTG/SAPSUP/2021 Dt.27-07-2021

2. Name of the work : SAP SUPPORT.

3. Duration of Contract : Two Years - 2 years

4. Earnest money deposit : Rs. 55,500 (Rs. Fifty Five Thousand Five Hundred only)

5. Last date and time for the : before 13.00 Hours on 18-08-2021

receipt of completed tender

6. Date and time for tender opening : At 13:30 Hours on 18-08-2021

7. Place of submission of

Completed tender :To be dropped in the IT&S (Box No. 2)

Tender Box kept in the Reception Area at BHEL,

Electronics Division, Mysore Road, Bangalore – 560 026.

This tender document contains Instructions to bidders, Scope of work, Price schedule etc. as follows:

1	Scope of Work and Instructions & Guidelines to bidders	Annexure - I
2	General Terms and Condition	Annexure - II
3	CA Certificate	Annexure - III
4	Commercial Terms & Conditions	Annexure - IV
5	Security Deposit	Annexure - V
6	Non-Disclosure Agreement	Annexure - VI
7	Business rules for Reverse Auction	Annexure - VII
8	EFT Format	Annexure - VIII
9	Commercial Terms Compliance Statement	Annexure - IX
10	Price Bid Format	Annexure - X

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Total no. of pages: 29 Pages

Prepared by	Checked by	Approved by
Sd	Sd	Sd
Prashant Kumar	Promod shankar	P. Parthasarathy
Sr. Engineer/DTG	DGM / DTG	AGM / MS
Contact no: 99728 00912		



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ANNEXURE - I

Introduction: SAP is being used in EDN to carry out most of the business operations. Changes in the business scenario calls for changes in the SAP configuration. These changes are critical and needs through knowledge of the processes. Overall, SAP support is the foundation for driving functionality enhancements and SAP knowledge to the user community. It is a step to optimize SAP and surrounding business processes, boost user satisfaction, and improve overall business results. BHEL EDN will engage the services of a service provider who will provide all necessary training and assistance whenever required.

1. SCOPE OF WORK:

- **1.1 Functional Consultancy & SAP Configuration Changes:** SAP Support shall be for both technical and functional modules. SAP functional module includes SD, PP, PS, FI, CO, MM, QM, PM etc in SAP R3.
- **1.2 ABAP Program Development:** ABAP programs need to be developed in consultation with the user & Core group member requirement. The preparation of specification is done by the core team. ABAP work includes ALV reporting, Dialog programming, Customer Enhancement, BDC, BADI, BAPI, Smart forms etc.
- **1.3 BASIS:** Support in case of emergencies like SAP system crash

All SAP configuration changes & ABAP programs shall be first done in the development server, tested and transferred to Quality server. After checks are completed in the Quality server, the same shall be transferred to Production server. Support is also envisaged in case of any problem after using the program in the Production server.

All changes made are to be documented and a signed copy is to be submitted to BHEL, Services based rates may be utilized in SAP configuration,

The number of days of consultancy of any type (functional consultancy, ABAP or BASIS) utilized may vary from the number of days indicated in the bid evaluation criteria i.e. 200 person-days effort of functional consultancy and 300 person-days effort of ABAP and 50 person days of Basis. However, the total expenditure for the contract period of two years will be limited to the sum arrived at as per the bid evaluation criteria.

However, payment for these activities will be made based on the actual time utilized or estimated time whichever is lower. Whenever a requirement comes up, an estimate will be obtained from the consultant. The individual requirement estimate has to be discussed with the user and the job order will be placed on the service provider if estimate is found reasonable and approval will be taken as per



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DOP.

Incase support is onsite, any travel, boarding and lodging incurred for the Resident Engineer/representative for installation, commissioning, migration, upgrade will be borne by the vendor.

2. INSTRUCTIONS & GUIDELINES TO BIDDERS (TENDERERS):

2.1 DEFINITIONS:

- a) **PURCHASER:** Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- **b) TENDERER/BIDDER:** Tenderer/Bidder shall mean the Firm/ Company/ Organisation which quotes against the Tender Enquiry issued by Purchaser. Bidder should be single entity and not a consortium.
- c) VENDOR/CONTRACTOR: Vendor/ Contractor shall mean the Firm/ Company/ Organization with whom the Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as Supplier
- **d) SYSTEM/EQIPMENT:** shall means all the services and software needed for the complete functionality and successful implementation of the entire scope of work.

2.2 BIDDER TO INFORM HIMSELF FULLY:

- a) The bidder shall closely peruse all the clauses, requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- b) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.



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2.3 EXPECTATIONS FROM BIDDER

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution. In case any extra item is required for complete functioning of the system, the same must be quoted.

2.4 GOODS AND SERVICES TAX (GST):

- 1. BHEL EDN GSTIN number is **29AAACB4146P1ZB**. All invoices to contain BHEL-EDN GSTIN No.
- 2. The Tenderers shall furnish the GSTIN Registration Number in their offer (GSTIN copy of the same to be enclosed).
- 3. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
- 4. If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill.
- 5. Taxes quoted in price Bid, Tick as applicable with %

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

- 6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
- 7. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- 8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
- 9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- 10. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- 11. For invoices paid on Reverse charge basis "Tax payable on reverse charge basis" to be mentioned on the invoice.
- 12. In case GST credit is delayed/denied to BHEL due to non/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 will be recoverable from vendor along with interest levied/leviable on BHEL.



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- 13. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- 14. Any offer not complying with the above clauses is liable to be rejected.
- 15. Taxes are applicable at prevailing rates during the contract period. Any variation in taxes and duties will be on BHEL's part.

3. PRE- QUALIFICATION CRITERIA:

- Local Presence: Bidder should have office at Bengaluru area with where a development i. team is working on SAP projects. Address proof should be given. This will be verified by BHEL before price bid opening.
- ii. Bidder should be an Authorized Partner for SAP.
 - The bidder should provide, a valid certificate/Authorization Letter and Agreement copy (if any) by the SAP, clearly stating the relationship, guaranteeing support for offered components for a period of at least 1 year and authorizing the Partner to quote for this tender. The Certificate / Authorization Letter specific to this tender must be issued by Authorized Representative of SAP.
- iii. The Bidder should have a handled the modules like SAP Basis, ABAP, SAP, SD, PS, PP, FI, CO, MM, QM, PM in SAP R3. The support work may involve enhancement, ABAP development and improvement.
- A local technical team should be available for discussions. iv.
- There can be only 1(one) bid from each Bidder. ٧.
- Bidder should have a clean track record, i.e. the bidder should not be under hold or blacklist vi. by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder.
- The Bidder's Average Annual financial turnover during the last 3 years, ending 31ST March of vii. the previous financial year, should be at least 30% of the reference value.
 - Certified accounts by chartered accountant / IT return filed through CA in this regard should be submitted along with the techno commercial bid.



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The bidder should have experience in successfully completed similar works in India during viii. last 7 years ending last day of month previous to the one in which applications are invited (Similar work means refers SAP support, ABAP & Basis support to similar industries in *India).* The experience should be either of the following:

> i. Three similar completed works costing not less than the amount equal to 40% of the reference value.

> > OR

ii. Two similar completed works costing not less than the amount equal to 50% of the reference value.

OR

iii. One similar completed work costing not less than the amount equal to 80% of the reference value.

Bidder shall provide customer references with brief description of programs executed year wise including details such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person, Month & year of commissioning of solution provided, services support provided etc. for verification. Bidders can submit PO copies which have been executed.

Note: Reference value for this tender is Rs. 27,74,750/-

- The proof of successful implementation of such services should be attach with the ix. technical bid.
- The reference PO should be on the name of the bidder. The order copies of referred х. projects and successful completion/performance certificate from the customer along with the offer is to be submitted.



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ANNEXURE -II

1. GENERAL TERMS AND CONDITIONS

1.1. SUBMISSION & OPENING OF BIDS

The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.

1.2. PART-I: EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following:

1.2 a) Mode of Deposit of EMD:

The EMD may be accepted only in the following forms:

I. EMD shall be deposited as Earnest Money deposited with BHEL through online payment and the receipt of payment made has to be submitted with Techno- commercial bid (Part-1).

The Link to make EMD payment is given below. https://www.onlinesbi.com/preloging/icollecthome.htm?corpID=5083

Onlinesbi.com->State bank Collect-> Karnataka-> Industry-> Bharat Heavy Electricals Ltd. ->Others

Further to select payment nature and proceed as per the screen message.

- II. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- III. Electronic Fund Transfer credited in BHEL account (before tender opening)
- IV. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- V. In the absence of submission of receipt of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted. (exempted in case of MSME, bidder has to provide valid MSME certificate).

1.2 b) **Forfeiture of EMD**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- 1. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 2. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- 3. The Earnest Money will be refunded to the bidders after finalization of the award of work.
- 4. EMD shall not carry any interest.
- 5. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.2 c) Commercial terms compliance statement as per enclosed format only.
- 1.2 d) Unpriced copy of price bid as per enclosed format only.



कार्यन कंඩ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಅಮಿಬೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

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1.3. BHEL reserves the right to accept or reject the technical offer. Price bids of only technocommercially short listed bidders will be opened. The technical & commercial bid should not include prices.

1.4. PART-II: PRICE BID

- I. Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable GST
- II. Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).
- III. Reverse Auction (RA)
 - i) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in nonconsideration of their bids, in case BHEL decides to go for RA.
 - ii) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

Terms and conditions of RA are contained in Annexure-VII.

- **1.5 MARKING ON ENVELOPE**: Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.
 - PART I: 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION
 - 2. DUE DATE OF OPENING
 - 3. "TECHNO-COMMERCIAL BID"
 - PART II: 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION
 - 2. DUE DATE OF OPENING
 - 3. "PRICE BID"



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1.6 Tenders should be addressed to the Sr. Engineer (DTG), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the bidder, the name of the work and date of opening should be indicated on the

In case of any difficulty in dropping the tender in the designated tender box, it may be handed over to the following personnel before the due date and time:

1) Mr. Prashant Kumar, DTG, 080-26989577/ +9199728 00912

Email: Prashant.k@bhel.in

- 1.7. Tenders submitted by post should be sent by "Registered Post with Acknowledgement Due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date and time of opening of tenders is liable to be rejected.
- 1.8. Please note that the tender will be opened in the presence of the tenderer or his authorized representatives (maximum two per organization) who choose to be present with authorization letters. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

2. General Instructions and Guidelines

- 2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.
- 2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in $\,$ the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.
- 2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
- 2.4. In case, bidder finds discrepancies or omissions in the details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 2.5. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.
- 2.6. If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his



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tender withdrawn.

- 2.7. Tenders are liable for rejection, If tender is:
 - a) conditional and unsigned
 - b) containing absurd rates and amounts
 - c) incomplete or otherwise considered defective
 - d) not in accordance with the tender conditions.
 - e) not submitted in the prescribed forms.
 - f) received after due date and time (late offer).
- 2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.
- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 2.11. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid
- 2.12. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

3. RATES

- 3.1. The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender
- 3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of GST. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.
- 3.3. Daily rate should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each supports.
- 3.4. In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.



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4. TENDER EVALUATION

4.1. Stage-I: Evaluation of Techno- Commercial Bid

- a) Techno-commercial bid of the bidder shall be evaluated for acceptability of Techno-commercial offer.
- b) During the Techno-commercial Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of Techno-commercial bid. Failure to do so may result in rejection of the bid.
- c) Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **PRE-QUALIFICATION CRITERIA FOR BIDDERS** will be considered for further evaluation.

4.2. Stage -II: Evaluation of the Price Bid:

- a) Only Techno-commercial cleared offers will be considered for price evaluation.
- b) In case partial offer for certain category/items only received, the offer is liable for rejection. The tender is indivisible i.e., single contract will be issued to L1 bidder. Price evaluation will be made on the total bid price and not on individual item wise.
- c) Evaluation of the offer will be based on L1 of total cost to BHEL for the entire scope of work
- d) The Total Price shall be for the complete scope of work, all applicable GST etc., should be clearly indicated in price bid format.
- e) Discrepancy in Words & Figures quoted in price bid
- 4.2.e.1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 4.2.e.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and



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- 4.2.e.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (4.2.e.1) and (4.2.e.2) above.
- 4.2.e.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
- f) BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation.

5. ETHICAL STANDARD:

5.1. Bidders are expected to observe the highest standard of ethics during the execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. for the purposes of this provision, the terms set forth below are defined as follows: a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.



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ANNEXURE - III

Certificate by Chartered Accountant on letter head

Thl-s 1-s to Cert-1ty that M/S ,												
(hereir	after	referred	to	as 'cc	mpany')	ı	naving	its	registe	red	office	at
				i	s regist	ered	under	MSME	ED Act	2006,	(Entre	epreneur
Memor	andum	No (Part-II)								dtd:		,
Category	<i>ı</i> :	(Mic	ro/Small)). (Copy e	nclosed).							
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	Rs		Lacs									
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	Rs		Lacs									
			(Stri	ke off w	/hicheve	r is r	not appli	icable)				
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The above investment of RsLacs is within permissible limit of RsLacs forMicro <i>I</i> Small (Strike off which is not applicable) Category under MSMED Act												
2006.												
The con	ananı b	as boon ar	. duatad	from it	Oi S origins		togom, [Micro/	Cmall\	/C+riko	off whi	ich ic not
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												
from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette												
notification dated 04.11.2013 by Ministry of MSME.												
Date:												
(Signature)												
Name-												
Member	ship nun	nber -										
Seal of Chartered Accountant												



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ANNEXURE - IV

1. COMMERCIAL TERMS & CONDITIONS

1.1. ORDER ACKNOWLEDGMENT

Letter of acceptance of the Order / Contract is to be submitted within one week.

1.2. PERIOD OF CONTRACT:

The period of contract is for **TWO** years.

1.3. VALIDITY OF OFFER:

The offer should be valid for 3 months from the date of opening of techno-commercial bid.

1.4. PAYMENT TERM

Payment for each job order will be made based on the actual number of days utilized on-site or estimated time whichever is lower. Payment will be made for the work completed for which invoices (triplicate) are submitted.

Due to prevailing pandemic situation, remote support shall be allowed as per relevant state Government guide lines. However, BHEL has right to call for on-site support in BHEL premises depending on individual project requirement.

Payment will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format. The EFT or Pay link Direct Credit Form is enclosed. Bidder needs to fill the details as per the EFT or Pay link Direct Credit Form (Annexure -VIII)and attach a original Cancelled Cheque with it.

1.5. CONFIDENTIALITY

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the Equipment, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted by the Vendor as per the sample format (Annexure-VI).



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1.6. **FORE CLOSURE**

BHEL reserves the right to foreclose the contract or remove equipment/item(s) from the contract at any point of time with prior intimation.

1.7. ARBITRATION:

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Bangalore as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

1.8. SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the BHEL which will not be unreasonably withheld.

1.9. LIMITATION OF LIABILITY

The Vendor's liability will be limited to the scope of this contract only.

1.10. RISK PURCHASE

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

1.11.SECURITY DEPOSIT:

Successful vendor shall make Security Deposit as per Annexure V.



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ANNEXURE-V Security Deposit:

The total amount of Security Deposit will be 5% of the Contract value. The security Deposit should be collected before start of the work by the contractor.

Modes of deposit:

- EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- Cash (as permissible under the Income Tax Act) ii)
- iii) Pay Order, Demand Draft in favor of BHEL.
- iv) Local cheques of scheduled banks, subject to realization.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- vi) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- ix) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour 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.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

X) RETURN OF SECURITY DEPOSIT:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses/ other amounts due to BHEL under this contract.



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Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021 ANNEXURE—VI

THIRD PARTY NON-DISCLOSURE AGREEMENT

, on behalf of(name of the Vendor),
(Address), (hereinafter vendor) acknowledge that the information
received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on
contract for SAP SUPPORT is confidential and that the nature of the business of BHEL is such that the
following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

- 1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
 - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
 - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
 - (d) information submitted by BHEL's customers, suppliers, employees, consultants or coventure partners with BHEL for study, evaluation or use;
 - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
 - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.
- 2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause
- 3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withheld any benefits which may



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accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.

- 4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
- 5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
- 6. The Vendor further agrees to the BHEL that
 - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
 - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
 - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
- 7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
- 8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- 9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
- 10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.
- 11. It further agreed that Vendor on conclusion of contract, shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, or in any way obtained by Vendor during the course of contract. Vendor further

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- 12. agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
- 13. This obligation of confidence shall continue after the conclusion of the contract also.
- 14. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed by
Dated
Signature
Seal



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Annexure VII

BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for the "SAP SUPPORT" at BHEL-Electronics Division" vide tender enquiry ref. no. <u>BHEL/EDN/DTG/SAPSUP/2021</u> dated <u>27/07/2021</u>.

BUYER'S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	To be intimated later
DATE & TIME OF AUCTION	Auction Date: To be intimated later Online Sealed Bid Time: To be intimated later Online Reverse Auction Time: To be intimated later Auction website: To be intimated later



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This has reference to tender no BHEL shall finalise the Rates for the SAP SUPPORT through Reverse Auction mode. BHEL has made arrangement with M/s. _______, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enq. no BHEL/EDN/DTG/SAPSUP/20121 dated 27/07/2021, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period. ii. Online Reverse Auction: The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- **2. Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.
 - Online Sealed Bid:-

- Start Time: To be intimated later

- Close Time: To be intimated later

- Online Reverse Auction:-

• Start Time: To be intimated later

• Close Time: To be intimated later



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3. Auction extension time: If a bidder places a bid in the last ----- minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another ----- minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note

that the auto-extension will take place only if a bid comes in those last ----- minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last ----- minutes. In case, there is no bid in the last ----- minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. ______ with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

- **5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- **6. Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
- **7.** Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.



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P.B. No. 2606, Mysore Road, Bangalore - 560 026 Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021 8. Bidders shall be assigned a Unique User Name & Password by M/s. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company. 9. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing. **10.** Any commercial/technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders. **11.** Computerized reverse auction shall be conducted by BHEL (through M/s.), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded

by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such



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prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor is responsible for such eventualities.

- **12. Proxy bids**: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that then auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids.
- However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).



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13.	Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s.
14.	M/s, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15.	Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s besides BHEL within two working days of Auction without fail.
16.	Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17.	Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no dt Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18.	Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
	 a. Leading (Running Lowest) Bid in the Auction (only total price of package). b. Bid Placed by the bidder. c. Start Price. d. Decrement value. e. Rank of their own bid during bidding as well as at the close of auction.
19.	BHEL's decision on award of contract shall be final and binding on all the Bidders.



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- **20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- **21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- **22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- **23.** If there is any clash between this business document and the FAQ available, if any, in the website of **M/s.** _______, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- **24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



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Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021 ANNEXURE -VIII

Gram : BHARATELEC Fax : 080-26740137 PHONE : 26998.....

(EPABX. NO.)

EFT FORMAT

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in CAPITAL TYPE OF REQUEST(Tick one):	LETTERS only. CREAT	TE	_ CHANGE
BHEL Vendor / Supplier Code:			7
Company Name :			
Permanent Account Number(PAN):		300 minutes (100 minutes (10	
Address			
	<u> </u>		
City:	PINCODE		STATE
Contact Person(s)			
Telephone No:	-		
Fax No:			
e-mail id:			4
1 Bank Name:	<u>I</u>	T T	
2 Bank Address:			
3 Bank Telephone No:			
4 Bank Account No:			
5 Account Type: Savings/Cash Credit		<u> </u>	
6 9 Digit Code Number of Bank and br appearing on MICR cheque issued by		I	
7 Bank swift Code(applicable for EFT			
8 Bank IFSC code(applicable for RTG			
9 NEFT IFSC CODE	-,	***************************************	
I hereby certify that the particulars githat I, as a representative for the about Bangalore to electronically deposit plf the transaction is delayed or not electronically deposit plf the transaction is delayed or not electronically formation, I would not hold BHEL / This authority remains in full force ur requesting a change or cancellation. I have read the contents of the coverexpected of me as a participant under	ove named Compayments to the fected at all for transfering Banntil BHEL, EDN, tring letter and a	npany, hereby designated by reasons of in- nk responsible Bangalore re-	authorise BHEL, EDN, ank account. complete or incorrect controlled the control of
Date:			
Authorised Signatory:			
Designation:			Telephone NO. with STD Code
Company Seal	Bank Certif	ficato	
We certify that	has an Acco		with us and
we confirm that the bank details give			
Date:			()
Place:			Signature
Please return completed form along Bharath Heavy Electricals Ltd, Attn: Electronics Division, Mysore Road,	with a blank car	ncelled chequ	e or photocopy thereof to:
BANGALORE - 560 026			
In case of any Querry please call: 0)80-26998xxx / :	2674xxxx or fa	ax no. 080-2674xxxx



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited (A Government of India Undertaking)

ELECTRONICS DIVISION
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021

Gram : BHARATELEC

PHONE : 26998...

: 080-26740137

(EPABX. NO.)

ANNEXURE -IX

CHECKLIST OF ENCLOSURES

COMMERCIAL TERMS COMPLIANCE STATEMENT

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART-I) DULY FILLED BY THE BIDDER)

	Description	Agreed / Yes / No	Remarks if any
1	Scope of Work: Whether the bidder has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer).		
2	Local Presence - proof of address as per Clause 3 (i), Annexure I		
3	Authorization letter from SAP as per Clause 3 (ii), Annexure I		
4	Documentary Evidence as per Clause 3 (iii), Annexure I		
5	Bidder's proof of registration in India		
6	Declaration as per Clause 3 (vi), Annexure I		
7	Attested balance sheets, Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer. as per Clause 3 (vii), Annexure I		
8	Order reference as per clause 3 (viii) & (ix) Annexure I		
9	Earnest Money Deposit: Whether the bidder has agreed to submit EMD as per terms and conditions and submitted along with technocommercial bid.		
10	Non-Disclosure Agreement signed copy to be enclosed.		
11	Acceptance of COMMERCIAL TERMS & CONDITIONS (Annexure IV) duly signed with stamp		
12	Unpriced commercial offer as per Price format		
13	Reverse auction signed documents to be enclosed		
14	Duly filled EFT (Annexure-VIII) & Cancelled Cheque		

Note: Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents.



ELECTRONICS DIVISION
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Tender Ref: BHEL/EDN/DTG/SAPSUP/2021 dt 27/07/2021

ANNEXURE-X

PRICE BID FORMAT

Consultancy Type	Daily rate (excluding taxes)	Applicable GST (Taxes) (%)
ABAP Technical		
Functional		
BASIS		

Grand Total Amount	in Rs. (Without GST) :	
Grand Total Amount	in words (Without GST) : ()

Note: Please mention the GST Percentage & HSN/SAC Code compulsorily. Unpriced price bid format shall be submitted along with techno-commercial bid.

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