

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

2nd Floor, HRD & ESI Complex, Plot No. 25
Sector 16A, NOIDA, U.P.-201301

Request for Proposal

FOR

Design, Development, Configuration, Implementation and Maintenance of Enterprise
Social Network (ESN) Application for BHEL

A handwritten signature in blue ink, appearing to read 'Abhishek'.



BHARAT HEAVY ELECTRICALS LIMITED
भारत हेवी इलेक्ट्रिकल लिमिटेड
CORPORATE DIGITAL TRANSFORMATION
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No. : AA:CDT:ESN

Date: 7th Sep. 2016

Dear Sir / Madam,

Sub: Enquiry for Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL.

Sealed bids are invited for the Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL as per the terms and conditions of RFP enclosed.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com. Hence all bidders are expected to keep visiting www.bhel.com for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **28/09/2016 at 1600 hrs.**

Bids shall be addressed to:

DGM (CDT)
Bharat Heavy Electricals Limited,
CDT-Hall, 2nd Floor, HRD & ESI Complex,
Plot no. 25, Sector-16A, Noida (UP) – 201301.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

DGM (CDT)

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1. Key Activities and Dates of Tender

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	07-09-2016
2	Last date of receiving queries from bidders	14-09-2016
3	Last date and time for submission of proposals	28-09-2016: 1600hrs
4	Technical Proposal opening	28-09-2016: 1630hrs
5	Commercial Proposal opening	Will be intimated later

2. Introduction

BHEL, a Maharatna CPSE is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies in India. The company has been exhibiting sustainable performance since inception in 1964 and paying dividends to its shareholders since 1976-77.

The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Solar Power, Water, Oil & Gas and Defence. It has 17 manufacturing divisions, 2 repair units, 4 regional offices, 8 service centres and 15 regional centres and currently operates at more than 150 project sites across India and abroad.

With a share of 55% in India's total installed generating capacity, BHEL contributes 58% to the total power generated (coal) from utility sets. The company has been exporting its products and services for over 40 years and has established references in 78 countries.

BHEL's greatest strength is its consistent focus on R&D and innovation along with a team of more than 42,000 highly skilled and committed employees that have been the cornerstone of BHEL's illustrious journey.

For more information, refer BHEL's website: www.bhel.com.

3. Project Background & Objective

Social networking such as Facebook has transformed the way we communicate in our personal lives. In the corporate world, social networking termed as 'Enterprise Social Networking' (ESN) is increasingly used by large companies for connecting employees across geographies and providing greater opportunities to them for collaboration and information sharing. The use of an enterprise social networking platform benefits employees, teams and companies by facilitating achievement of the common objectives. For companies, it provides opportunity to increase employees' productivity through better communication and collaboration.

In BHEL, Communication & Coordination are one of the key HR Processes that have been taken up under 'People Capability Maturity Model' (PCMM) for improvement. BHEL plans to establish a social networking platform accessible to all employees to enhance communication flow from the senior management to the employees and vice versa and also allow employees to communicate, collaborate and engage with one another furthering the concept of 'One BHEL Family'.

Key advantages envisaged from ESN are:

ENGAGE: Empower employees in an open and transparent culture that gives every employee a platform to share their thoughts so they feel more connected to the organization and gives them the opportunity to contribute and make a difference.

COLLABORATE: Provide a robust social, communication and collaboration framework – that provides opportunity to employees with common interests to collaborate (e.g. virtual team formation) for ideation and innovation.

CONNECT: Bring people and valuable resources together to drive business forward, based on a common understanding of the competitive landscape and the company's mission.

4. Criteria for Evaluation

4.1 Pre-Qualification Eligibility Criteria:

S. No.	Eligibility Criteria	Documents to be provided	Bidder's Compliance (Yes / No)
1	The Bidder should have an average annual turnover of at least INR 2.42 lakhs for the last 3 financial years (ending 31st March 2016)	Authorized Details/Audit Sheet for last 3 years 2013-2014, 2014-2015, 2015-2016	
3	<p>The bidder must have successfully completed similar work in the last 5 years (ending 31st Aug. 2016) of value specified herein:</p> <ul style="list-style-type: none"> One project of similar nature not less than the amount equal INR 6.46 lacs OR Two projects of similar nature not less than the amount equal INR 4.04 lacs OR Three projects of similar nature not less than the amount equal INR 3.23 lacs <p><i>Similar Works shall mean: Software / Application for Customer facing/ Community / Social Collaboration / Communication portal/Intranet using Open Source technologies.</i></p>	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (by Authorized Signatory)</p>	
4	The bidder must have been a profitable company for the two out of the last three financial years (2013-2014, 2014-2015, 2015-2016)	Attested copies of Balance Sheets / PL statements	
5	The bidder should be a registered company in India under Indian Companies Act 1956 / 2013	Certificate of registration	

6	The bidder should have an office in India	Office Address details	
7	The bidder should not be in the banned list available on BHEL web site www.bhel.com .	Self – Declaration letter	
8	Manpower Strength: Bidder must have at least 100 full time software developers on its rolls in India. Out of these at least 25% should be developers in open source technologies	Self-Certification by the authorized signatory	

NOTE:

- In case a bidder does not meet all the conditions mentioned in Eligibility Criteria, bidder will be disqualified.
- All data shall be verifiable by BHEL.

4.2 Technical Evaluation Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluation.

S. No	Criteria	Basis for Evaluation	Maximum Marks	Supporting Document
1	<p>Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the BHEL</p> <p>[The approach should reflect the conceptual implementation framework proposed by the Bidder]</p>	<p>Qualitative assessment based on Demonstration of understanding of requirements through providing:</p> <ul style="list-style-type: none"> – Solution proposed and its components, – Technologies used – Scale of implementation, – Learning on Issues – Challenges likely to be encountered – Mitigation proposed – Client references 	30	A Note

2	System Functionality	Meeting the requirements of BHEL in terms of how close the proposal is to the functional requirements for the solution as have been proposed for BHEL	20	Compliance Note
3	Approach, Methodology & Time-frame (weekly plan) to perform the work in this assignment	Qualitative assessment based on – Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Software development methodology proposed (ie. Waterfall model, Spiral model, Iterative, Agile development, Code and fix etc.)	20	A note
8	Hardware/infrastructure requirements for catering to total 20000 users with 15-20% concurrency	Qualitative assessment based on hardware requirement, hardware & software licenses requirement, scalability of solution.	15	A Note
9	Training	Trainings proposed by the bidder to BHEL IT team for future sustenance of the project	5	A Note

10	Resume of all key technical resources proposed for the assignment	Qualitative assessment	5	Resume of resources
11	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Source Code and Defect Management, Load testing etc., depending on the relevance to the Scope of work]	As per requirement.	5	A note and relevant supporting documents.

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least Eighty (80) marks in the (given) defined scoring mechanism would be considered technically qualified. Only such technically qualified bidders shall further participate in commercial evaluation (Reverse Auction OR Conventional Price Bid).

4.3 Commercial Evaluation

All technically qualified bidders will have to submit an undertaking for “Acceptance of Technical Evaluation done by BHEL”.

Any extension of bid validity as desired by BHEL shall be complied with forthwith without any demur and/or delay by the technically qualified bidders.

The technically qualified Bidders will participate in the reverse auction/conventional price bid opening process, as the case may be, as per BHEL’s decision. In case of Reverse auction, BHEL will inform all qualified Bidders about Reverse Auction & the multiplication factor applicable to that bidder in order to arrive at destination cost or Cost to BHEL. The successful bid in the reverse auction will be the one with lowest destination cost or cost to BHEL. BHEL reserves the right to negotiate with the lowest bidder.

BHEL’s Reverse Auction guidelines are as per Annexure IV.

5. Scope of Work

5.1 Overview

BHEL intends to implement an Enterprise Social Network (ESN) Solution on an Open Source Framework within the timeframe indicated in this document. The Solution would encompass Design, Configuration, Development, Implementation and Maintenance of ESN solution as well as interface & integrate with BHEL’s relevant legacy applications and would cover the Functional, Technical, Geographical, & detailed scope mentioned in the following sections. The solution would include the underlying database and all the other supporting Software.

The bidder, while responding to the scope of work (as per Functional & Technical scope) of this RFP document via various formats for Technical & Price Bids etc. must ensure that all necessary Software, Licenses, Implementation effort, Annual Technical Support, Support & maintenance, Integration Tools/software, etc. for creating and sustaining the entire Solution

have been factored suitably. Any additional cost, not factored suitably in the response, but necessary for completeness of the Integrated Solution shall be solely borne by the Bidder.

The ESN website should be designed with a view to giving maximum exposure to content and design. The site will display the full range of BHEL activities and functions. The website design, development and testing stages ensure that the website is compliant with International accessibility standards, best practices and security standards. The website contents will be developed and made available in English but Hindi capability should be available. The hardware and hosting of the website will be provided by BHEL.

The website should have Look and feel with aesthetics design, good color combination, background and screens, structure and layout, easy navigation facility. The Website should be developed using Free and Open Source Software (FOSS) solutions for platform independence using the specific Content Management Software and web analytics on all Operating System, along with following features:

- 1) Authentication through employee's staff number
- 2) My Profile: Personal profile with rich information- capabilities, interest, picture
- 3) Post messages
- 4) Comment: text form to add comments on published content by another user
- 5) Reply to already posted messages
- 6) Hyperlinks: Put in message body and its display in snippets
- 7) Referencing: Link of user profile (display as name) within messages
- 8) Social feedback: 'like' button
- 9) User wall: Display of messages
- 10) Forums: Messages will be categorized based on pre-defined topics (with categorization)
- 11) Engage end users: Polls, Quizzes, Surveys
- 12) Search (user, message, content etc.)
- 13) Help! My BHEL Answers: Knowledge sharing; based on Yahoo answers l
- 14) News feed: BHEL news feeds from all establishments
- 15) My Network: Pre-defined groups solely for collaboration purpose (post in these groups will be privy to group members only)
- 16) One level of moderation for all content

5.2 Detailed Functional Requirements (Features)

Sl. No.	Feature
1	User authentication through (SAP-HR link or Standalone)
2	User management - Role Based access and permission levels
3	Employee Directory - Visual and click to send email, SMS and call from mobile devices
4	Employee Profile information - Employee editable and non-editable data (Additional parameters other than SAP-HR)
5	Reporting Hierarchy in employee profile
6	Email Notifications & Alerts
7	In-application notifications on new likes, new followers etc

8	Corporate communication content scroll /carousel
9	Automatic feed on upcoming employee events like birthdays
10	Corporate announcements / News feed
11	Polls and Surveys
12	Content publishing (eg. Posts, blogs etc.) and approval workflow (Moderation)
13	Holiday calendar
14	Follow/friend one or more employees, send friend request
15	Videos upload and embedded streaming - Integration with Vimeo (Role based right for videos)
16	Micro blogging or Message posts with ability to comment, rate, like
17	Image gallery
18	Hall of fame for recognition of employees, teams, projects etc
19	Peer appreciation
20	Document Management -versioning, user profile based access, multi doc upload etc
21	Crowd sourcing
22	Multi-Language Support (English only)
23	Chat -Inline browser, Mobile app, Video and Audio call, public and private chatrooms etc (Simple Chat required)
24	Search -Content (web content, documents), People
25	Team Management (Team rooms, task, meetings, team-specific collaboration, documents)
26	Basic task management
27	Internal job portal -Job postings, applications, save posts etc (Rights only for HR)
28	Knowledge management -Lifehacks, Discussion boards/Forums
29	Content bubble-up -Trending search, recent activities, most likes, commented etc
30	Admin Console
31	Reports and Analytics (Dashboards) on employee engagement, collaboration and usage
32	Seamless link to other applications (Leveraging existing Single Sign ON – SSO application developed internally by BHEL IT team, on J2EE platform)

5.3 Technical Requirements

The technical requirement of the website platform mentioned below:

- 1) Operating System (OS), Data Base, Web Service, Web development language, Screen Designing: On Open Source Platform.
- 2) The solution should be scalable w.r.t. handling capacity of around 20000 users and concurrency of 15-20%.
- 3) The entire website with portal capabilities should be based on Web 2.0 and robust CMS based technologies.
- 4) Disaster Recovery (DR) and Business Continuity Plan (BCP): A detailed DR/BCP for the Website services should be submitted as a part of the proposal.
- 5) The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, BHEL will also be open to design & development suggestions from the successful Bidder.
- 6) The website will be based on popular open source Content Management System (CMS) like Joomla, Drupal etc.
- 7) Three theme-based template prototypes will be developed by the Solution Provider for the chosen CMS having the flexibility to change color / font / menu themes. One of the prototypes will be finalized by BHEL for Actual Development and deployment.
- 8) The site design must be cross-browser and cross-OS compatible up to the most recent browser (Internet Explorer, Chrome, Firefox etc.) / OS versions (Windows 7 and up, Linux).
- 9) Support for three platforms: Desktop/Tablet or Notebook and Mobile form factors.
- 10) W3C standard.
- 11) Weightage will be given to capabilities in templating, theme-design and security capabilities of the bidder.
- 12) Feedback form with integration of e-Mail to respective area.
- 13) Feature of email which is involving sending automated replies, tracking, reporting and download Statistics etc.
- 14) The website should incorporate necessary security features against hacking and defacement. All logins and payments transaction must operate on secure protocols. It should provide support for website security audit. BHEL conducts periodic VA (Vulnerability Analysis) & PT (Penetration Testing) for websites internally or through third party. Bidder's scope of work includes incorporation of corrective and preventive actions as and when identified in such testing/audits.
- 15) The portal should comply fully with the guidelines issued from time to time by the Government of India for development of websites.
- 16) The application should be responsive and browser compatible.
- 17) Data must be stored in optimized manner in the scalable database. Database used should also be popular open source database.
- 18) Web portal should have session management capabilities.
- 19) Should have role based authentication and functionalities.
- 20) Should have user management, roles and rights management module for administrator.
- 21) Should have application based backup and restore facility including integration of Third party backup and restore facility
- 22) Repository of the database must be maintained within the database along with the data description
- 23) The application must be platform independent
- 24) Data entry screens must have the provision of saving the draft data
- 25) Provide application development tools to support the continuous development/refinement of applications.
- 26) Provide interactive validation of data entry by users.
- 27) The portal should have a feature to interact by the way of email and SMS.



- 28) The necessary and already available data should be pre populated into the entry forms to reduce the entry work and this will also increase the consistency of the data.
- 29) A mobile app (Android, windows and iOS) for the web portal with complete functionality should be made available.
- 30) All the suggestions in the due course of time should be incorporated into the CMS based web portal until made Go Live. The changes after Go-Live will come under Change Management process and will be taken care by the bidder as per the contract agreement.
- 31) It should have provision of proper logs & audit trails.
- 32) Excel spreadsheet upload with data extraction to database and applicable metadata.

5.4 Data Migration & Integration

BHEL has a centralized SAP-HCM implemented for all employees. The basic data of employees for ESN application shall be imported by the successful Bidder one-time from SAP-HCM database. Subsequently, any changes in the SAP-HCM database w.r.t. transfers, retirement, resignation etc. have to be replicated in ESN with not later than a day's gap. Successful Bidder has to make necessary provisions in ESN for the same. Any effort required in SAP-HCM platform shall be done by BHEL in consultation with the Bidder.

Using SSO (Single Sign ON), the bidder shall integrate ESN with other BHEL applications. Such integration would only be w.r.t. Sign In to the other application from ESN. Further, the authorizations of each application shall continue as it is. Any effort required in other applications shall be done by BHEL in consultation with the Bidder. The list of applications to be integrated via single Sign-On shall be finalized during project design phase.

5.5 Training

Proposals should include comprehensive training to BHEL's technical staff (IT) on configuration, audit reports, and management of the site. The team member responsible for training department managers on using the new site should be included in the proposal. A proper KT (knowledge transfer) shall be conducted by the bidder before sign off the project completion and application Go-Live.

5.6 Maintenance


Bidder shall provide a period of 90 days bug free support after the website gets LIVE and needs to take care of any bugs or issues caused during this duration.

6. Deliverables & Timelines

The entire ESN platform go-live time is Ten (10) weeks from the date of signing of Contract between BHEL & successful bidder. act

The Bidder should submit detailed weekly schedule of activities and deliverables. The schedule should be included in the Bidder's technical proposal and shall be included in BHEL's technical evaluation. A sample schedule for reference is as mentioned below:

Activity	Week												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Requirement Gathering, Installation and Set up													
Implementation													



		implementation projects in the similar profile/role <ul style="list-style-type: none"> • Languages known (Read, Write and Speak): Hindi, English • Should have excellent knowledge of Software technologies and development methodologies (Technology as proposed for this project)
Database Administrator (Minimum 1 no.)	Database administration	<ul style="list-style-type: none"> • MCA / B.Tech / BE (IT or CS) / Certified DBA with minimum of 3 years of work experience with 2 years or more as a DBA for an IT project. • Experience in database activities (Database Technology as proposed for this project) like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.
QA (Quality Assurance) Engineers (Minimum 1 no.)	Responsible for Quality Assurance of all the components and documentation being developed.	<ul style="list-style-type: none"> • Minimum: <ol style="list-style-type: none"> 1) Educational Qualification: MCA / B.Tech / BE (IT or CS) / GNIIT, BCA from a reputed institute 2) Total Work Experience: 3 Years 3) Prior projects Experience: 2 years of handling software development & implementation projects in the similar profile/role • Languages known (Read, Write and Speak): Hindi, English • Should have excellent knowledge of Software technologies and development methodologies & QA processes (Technology as proposed for this project)

8. Project Deliverables

List of technical documents to be generated and supplied is given below:

All final software (including source code) deliverables will be both in soft copy media and one hard copy form.

The following artifacts will be delivered at various stages of the project:

- Project Management Plan
- Project Quality Plan including Software Configuration details
- Project Schedule
- System Requirements Specification (SRS) document
- Application Architecture
- Technical Architecture
- Technical design documentation
- User and system administrator manual
- Project status reports
- Project Deployment Plan
- Security Audit report

9. Project Infrastructure

The infrastructure for Development, Testing & Production environment for the project shall be provided by BHEL. Such requirements shall form the part of Bidder's technical proposal and will be evaluated during Technical evaluation.

The hardware i.e. PCs/Laptop and required software for development, testing etc. for the project shall be provided/arranged by the Bidder. For offsite development, BHEL will provide VPN connectivity to the required resource(s) to authorized personnel of the Bidder. In case Bidder plans to deploy onsite team for the project, BHEL will provide necessary seating space and connectivity to the Bidder's personnel. Any travel, boarding or lodging arrangements for the Bidder's personnel travelling to BHEL's location i.e. Delhi(NCR), shall be borne by the Bidder.

10. Payment Schedule

Sl. No.	Description of services	% Payment with Timeline
1	Design, Configuration / Development, implementation & Testing of ESN application	Design Completion - 15% Data Migration from SAP-HCM – 5% Implementation / Configuration Completion – 30% Completion of Roll-out/ Go-Live (Incl. all testing like Unit, Integration, Load & Regression) – 30%
2	Completion of 90 days Maintenance period of bug free support after the website gets LIVE	20%

The payment will be made on submission of invoices by the Vendor at each of the milestone as mentioned above.

11. Special Terms and Conditions

11.1 Penalty for late submission of Security Deposit:

If security deposit is not submitted within 15 days from the date of order placement, an amount equivalent to interest calculated on the basis of interest rate equal to the prime lending rate of SBI plus 1% will be deducted from the quarterly bills.

11.2 Delivery Period:

Delivery period shall be 6 (Six) months (till completion of maintenance as per section 5.6) from the date of placement of Purchase Order by BHEL on the successful Bidder.

11.3 Rates:

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like service tax etc. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained on submission of relevant documentary proof.

11.4 Taxes & Duties:

Any change in applicable taxes, like Service Tax, VAT, etc, shall be to BHEL's account.

11.5 Payment Terms:

BHEL will make the payment within 45 days from the date of submission of invoice.

11.6 Income Tax Depreciation:

Income tax depreciation will be claimed by BHEL.

11.7 Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent of BHEL.

11.8 Special Clause:

At the end of the initial contract period, BHEL reserves the right to extend the contract on same terms & conditions after mutual discussions.

11.9 Copyrights and Trade Marks

The source code, text, design, trademarks, photos and graphics in editable mode, or other artwork furnished in designing of the ESN application shall be owned by BHEL upon completion of the successful implementation by bidder. Complete documentation, source code of the website has to be provided as it should be copyright to BHEL.

11.10 Penalty for late Delivery

If the Bidder fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Bidder for the completion of work as per contract.

12. General Terms and Conditions

12.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder 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 Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

12.2 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

12.3 Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

Part-I: EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD in the form of Pay Order / Demand Draft of **INR 20,000/-** (Rupees Twenty Thousand only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:
 - i) Pre-Qualification Eligibility Criteria as per Section 4.1.
 - ii) Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFP as mentioned in Section 4.2. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
 - iii) No Deviation Certificate as per format enclosed as **Annexure-I**.
 - iv) Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-II** with word "QUOTED" written against all items in price column.
 - v) A copy of complete RFP where each page is signed & stamped by the bidder.

Part-II: Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-II** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

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).

12.4 Marking On Envelope:

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

Part-I: 1. Tender Enquiry No. and Its Description

2. Due Date of Opening

3. "EMD & Techno-Commercial Bid".

Part-II: 1. Tender Enquiry No. and Its Description

2. Due Date of Opening

3. "Price Bid" as per enclosed Format.

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

12.5 Bid Submission:

- 12.5.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**DGM (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,**



12.5.2 Bids can also be delivered in person to the official inviting Bids.

12.5.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1600 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

12.6 Bid Opening

12.6.1 PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

12.6.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.

12.6.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.

12.6.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.

12.6.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

12.6.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

12.6.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

12.6.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

12.6.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

12.6.10 Purchaser reserves the right to negotiate the tender, if required.

12.7 Late Bids:

Any proposal received by BHEL after the deadline for submission of bids shall be summarily rejected and returned unopened to the bidder.

12.8 Validity of Offer:

Offer shall be kept valid for four months from the due date of Tender, for Purchaser acceptance

12.9 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a “No Deviation Certificate” in Part-I of the offer as per Annexure-II.

12.10 Language of Bid:

- 12.10.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 12.10.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in **BLUE/BLACK INK** only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 12.10.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- 12.10.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

12.11 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the gauravs@bhel.in / shivali@bhel.in by 14.09.2016. BHEL will not entertain or respond to bidders' queries and clarifications received after 14.09.2016.

12.12 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (www.bhel.com) in Tender Notification section.

12.13 Documents Accompanying the Bid:

All documents shall be submitted as per the NIT. All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted and should be fully indexed.

12.14 Tender Evaluation:

- 12.14.1 Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower value will be considered for ordering.
- 12.14.2 All applicable taxes (VAT/Sales Tax, Service TAX) are to be specified clearly in the Price Bid Format.
- 12.14.3 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.

12.14.4 The Purchase Order will be placed on L1 vendor.

12.15 Security Deposit:

12.15.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

S. No.	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

12.15.2 The Security Deposit should be submitted within one week of the award of Purchase order.

12.15.3 Security Deposit may be furnished in any one of the following forms

12.15.3.1 Cash (as permissible under the Income Tax Act)

12.15.3.2 Pay Order / Demand Draft in favour of BHEL.

12.15.3.3 Local cheques of scheduled banks, subject to realization.

12.15.3.4 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).

12.15.3.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

12.15.3.6 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.

12.15.3.7 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 deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

12.15.3.8 EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (12.15.3.4) and (12.15.3.6) above will be subject to hypothecation or endorsement on the documents 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.

12.15.4 The Security Deposit shall not carry any interest.

12.15.5 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

12.15.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

12.16 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 the contract / other contracts entered into with them by BHEL.

12.17 Purchaser's Right to accept or Reject any or all Bids:

The Purchaser reserves the right to make changes within the scope of the Contract at any point of time.

12.17.1 The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability to the affected Bidders or any obligation to inform the affected Bidders about reasons for such action.

12.17.2 The Bidder shall not sub-contract supply of software/licenses without written consent from BHEL. Further, BHEL shall not be liable for making any payments to the sub-bidders.

12.18 Statutory Obligations:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

12.19 Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

12.20 Non-Disclosure Agreement:

12.20.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time to time.

12.20.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) as per Annexure-IV in line with the owner's Information Security Management System (ISMS).

12.21 Risk Purchase:

Purchaser shall reserve the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the Systems / goods, which the Vendor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor would be liable to compensate the Purchaser for any loss and overheads, which the Purchaser may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

12.22 Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.

12.23 Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

12.24 Merger & Acquisition:

In case of mergers and acquisitions of the bidder company or the OEM, all the contractual conditions and obligations shall automatically get transferred to acquiring company / entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

12.25 Bankruptcy:

If the Bidder becomes bankrupt or have a receiving order made against him or compound with his creditors or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BHEL shall be at liberty:

12.25.1 To terminate the engagement forthwith without any notice in writing to the Bidder or to the liquidator or receiver or to any person in whom the Bidder may become vested.

12.25.2 To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

12.26 Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

12.27 Indemnity:

Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor / Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Vendor/ Lessor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

12.28 Limitation of Liability:

The vendor's liability shall be limited to the value of this contract only.

12.29 Exemption:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of **Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012**, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

12.30 Termination of Contract & its Consequences:

12.30.1 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.

12.30.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

12.30.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

12.30.4 BHEL will give one month notice to the vendor before canceling/terminating the contract.

12.31 Acceptance of Order:

Letter of acceptance of the Order along with Security Deposit (as per clause 12.15) is to be submitted within One week of receipt of Order.

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:ESN dated 7th September 2016** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____



Price Bid Format

Sl. No.	Item Description	Qty.	Total Price (Excl. taxes) A
1	Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL	Lump sum	

Total offered price in words (A): Rs.....

S.No.	Applicable Taxes	%age

Note:

1. The rate should be quoted in Indian Rupees.
2. L1 will be decided on the basis of total offered price (Excluding Taxes) (A).
3. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as “Extra as applicable”.

Seal & Signature of the Company



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and _____, a _____ corporation, hereinafter called “The Bidder”, whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting



or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.



IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.



Business Rules, Terms & Conditions of Online Reverse Auction

Business Rules, Terms & Conditions of Online Reverse Auction for the “Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL” vide tender enquiry ref. no. AA:CDT:ESN dated 7th Sep. 2016.

BUYER'S NAME	Bharat Heavy Electricals Limited Corporate Systems & Information Technology
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
DOCUMENTS ATTACHED	Business rules for reverse auction Terms & conditions of reverse auction Process Compliance Statement (Annexure V) Final Price Confirmation (Annexure VI) Contact Information



Business Rules for finalization of the procurement

BHEL shall finalize the procurement of the items against this Tender through reverse auction mode. BHEL has made arrangement with M/s. _____ who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In 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 on line so that the service provider will upload that price on line 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 up loaded 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 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 at the premises of vendors 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 M/s. _____, is responsible for such eventualities.
2. M/s. _____, shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Material For Bid:** Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL against tender enquiry ref. no. AA:CDT:ESN dated 7th Sep.2016 with all amendments, discussions and minutes of meetings, if any.
4. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
5. **Bidding Currency and Unit of Measurement:** Bidding and evaluation will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for the Items, as per finalized specifications during techno commercial evaluation, mentioned in **Annexure- II**.
6. **Bid Price:** The Bidder has to quote the F.O.R. destination Price which is inclusive of all prevailing levies and taxes i.e. Excise Duty, Custom Duty, Packing & Forwarding, freight and insurance etc and excluding of VAT / Lease Tax, Service Tax and octroi, if any. The successful bidder is to submit the break up of price after completion of reverse auction.



7. The technical & commercial terms are as per BHEL Tender Enquiry No. AA:CDT:ESN dated 7th Sep.2016, subsequent corrigendum along with vendors' technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
8. **Validity of Bids:** The Bid price shall be firm for a period of **120 days** and shall not be subjected to any change whatsoever.
9. At the end of the reverse auction, bidder has to provide a final price confirmation & a detailed break-up & confirmation (as per BHEL's price excel sheet (Annexure-III) & the Annexure VIII formats) for his lowest offer within 24 hours of the reverse auction to **M/s.** _____.
10. **Procedure of Reverse Auctioning:**
- i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same or lesser as that quoted in their final sealed price bid submitted against Tender Enquiry No. . AA:CDT:ESN dated 02nd March 2016. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
 - iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
 - iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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.
 - v. The bid decrement amount shall be specified by BHEL before start of bidding.
 - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any,

shall be added to the quoted price of respective bidder. However, for ordering only the final bid placed by you shall be considered.

vii. After the completion of English, No Ties Reverse Auction, the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.

11. Successful vendor shall be required to submit the final prices, quoted during the English No Ties Reverse Auction, as per BHEL's price excel sheet (Annexure-III) & the Annexure VIII formats, within 24 hours of the reverse auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.
12. During the Online English No Ties Reverse Auction, if no bid is received in the auction system / website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.

14. You shall be assigned a **Unique User Name & Password** by BHEL or by **M/s.** _____. You are advised to **change the Password** and edit the information in the Registration Page after the receipt of initial Password from **BHEL / M/s.** _____ to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
15. You will be able to view the following on your screen along with the necessary fields in the English No Ties Reverse Auction:
 - a. Leading Bid in the Auction (only total price)
 - b. Bid Placed by you
 - c. Your Own Rank
 - d. Opening Price & Bid Decrement value.
16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form—Annexure VII) to the terms / conditions / modality given above before participating in the reverse auction.



Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s. _____. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. _____. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or M/s. _____ shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:**
 - 1). Online Initial Sealed Bid
 - 2). Online English No Ties Reverse Auction
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His Own Rank
 - Start Price & Bid Decrement Value



8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders 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 supplier.

- 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
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auction website (<https://bhel.eproc.com>) using the Login IDs and passwords given to them.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with M/s. _____, can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or M/s. _____, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- M/s. _____ shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s. _____ is not responsible for any damages, including damages that result from, but are not limited to negligence.
- M/s. _____ will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- VII**) duly signed to M/s. _____, before the due date (xx.xx.xxxx). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).



- After the completion of the Auction event, all the Bidders have to submit the Price Break-up & confirmation (as per BHEL's price excel sheet (Annexure-II) format) within 24 hours of the reverse auction to M/s. _____ for further proceedings.

Item Description:

As per tender enquiry ref. no. AA:CDT:ESN dated 7th Sep.2016 (along with amendments / corrigendum and clarifications).

Details as per "PRICE BID FORMAT of the tender enquiry (along with clarifications).

The Reverse Auction will be held for the following value:

Format for Reverse Auction for 'Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL' RFP Ref. No. AA:CDT:ESN dated 7th Sep.2016	
Item Description	Total Cost of the Solution for Evaluation (As per Annexure II)
As per price bid (Annexure – II)	



Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

M/s _____

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for the 'Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL' against tender enquiry ref. no. AA:CDT:ESN dated 7th Sep.2016 and subsequent corrigendum.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our online quoted price, within 24 hours of the reverse auction, as per BHEL's price excel sheet (Annexure-II) format.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the 'Bidding Time is Over' of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



M/s _____

Sub: Final price quoted during reverse auction and price break-up & confirmation

Ref:

1. BHEL Tender No. AA:CDT:ESN, dated 7th Sep.2016

2. Reverse Auction dtd. xx.xx.xxxx

3. Our Offer No. _____ dtd. _____

Dear Sir,

We confirm that we have quoted for the “**Design, Development, Configuration, Implementation and Maintenance of Enterprise Social Network (ESN) Application for BHEL**” and
Rs. _____ (Rupees _____)

_____ is our Final Total
Charges (**including taxes as applicable**) during the reverse auction conducted on xx.xx.xxxx.

The breakup of prices as per Price Bid Format (Annexure-II) is also enclosed.

It is also confirmed that final rate in respect of each item is either equal or lower as compared to rate offered in the sealed bid.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



CONTACT INFORMATION

M/s. _____	Bharat Heavy Electricals Limited, Corporate Systems & Information Technology, Noida
	Shivali Arya Dy. Manager (CDT) CD Hall, 2nd Floor, BHEL, HRD & ESI Complex, Plot No. 25, Sector-16A, Noida (UP) - 201301 PH : 0120 2416496 E-MAIL : shivali@bhel.in

