

Bharat Heavy Electricals Limited



Corporate Digital Transformation

Request for Proposal (RFP) For

**Cloud based Video Conferencing Solution for 400 user licenses for
one year on subscription model**



BHARAT HEAVY ELECTRICALS LIMITED
भारत हैवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No.: AA:CDT:Cloud-VC(2020-21)
Date: 17-07-2020

Dear Sir / Madam,

Sub: Cloud based Video Conferencing Solution for 400 user licenses for one year on subscription model

BHEL proposes to procure Cloud based Video Conferencing Solution for 400 User Licenses on subscription model for One Year as per the terms and conditions of RFP enclosed. There may be variation of +/-20 % in the Quantity.

Any clarifications / queries from the interested bidders shall be given to BHEL on or before **24-07-2020**.

Any corrigendum / notifications issued by BHEL, subsequent to **Cloud based Video Conferencing Solution for 400 user licenses for one year on subscription model**, shall be available / hosted on www.bhel.com and <http://eprocure.gov.in>. Hence all bidders are expected to keep visiting www.bhel.com and <http://eprocure.gov.in> 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., **01-08-2020 at 17:00 hrs.**

Bids shall be addressed to:

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

Shanta Dev. S/

Thanking you,
Yours faithfully,
Sr. Engineer (CDT)

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1. Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy-related/infrastructure sector, today. BHEL was established more than 40 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 14 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services -- efficiently and at competitive prices. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

2. Objective:

BHEL has a well-established On-Premise VC Setup comprising of RPAD, RPRM, DMA, MCU, RSS and approx. 150 VC Endpoints. The objective of this RFP is to procure **Cloud based Video Conferencing Solution for 400 user licenses for one year on subscription model. There could be a variation of +/-20% in the quantity.** The solution should be capable of initiating, joining, terminating the Video Conferencing Call using Internet through any Device i.e. Mobile, Laptop, Tablet. At least 50 Video Conferencing Endpoints must be able to join the meetings concurrently using Internet without using any additional Hardware and Software. BHEL will only provide Internet facility to VC Endpoints for making any call to public IP Address. Any additional Hardware or Software (like Interoperability licenses or Connector licenses etc.) if required for connecting Video Conferencing Endpoints with the Cloud VC Call will be in the scope of Bidder. The solution must be integrable with Active Directory installed in BHEL Premise & it shall be responsibility of the Vendor to integrate the same. Currently, users in all the BHEL Units and Regions are in common bhel.in domain managed by domain controller at Siri Fort, New Delhi and ADC at various Units and Regions. Domain Controller is on Windows Server 2016. Any Hardware and/or Software required for such integration will be in scope of Bidders.

3. Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents to be provided	Bidder's Compliance (Yes / No)
1	The bidder shall be the OEMs of the Cloud based VC Solution or authorized partner /system integrator of OEM. In case of bidder being an authorized partner/system integrator of the OEM, the bidder shall submit an authorization letter from OEM authorizing it to bid specifically for this tender.	Documentary proof	
2	The Bidder should have an average annual turnover of at least INR Rs.11.94 lakhs for the last 3 financial years.	(Audited Balance Sheet, P/L accounts) / (Original Certificate from CA) for 3 FY 2016-17, 2017-2018, 2018-2019	
3	The Experience of having successfully completed similar works (Similar Work shall mean execution of Cloud based VC Solution /On premise VC Solution for any Central Govt./ State Govt./ PSUs/ Public Limited Company/ Private Limited Company) during last 7 years ending 31.07.2020 should be either of the following: Three similar work costing more than INR 15.93 lakhs each OR Two similar work costing more than INR 19.91 lakhs each OR One similar work costing more than INR 31.86 lakhs	PO/ Letter of Agreement/ LOI of similar works	
4	The bidder should have PAN No., GST Registration No, ITR for assessment year 2016-17, 2017-18, 2018-19	Documentary proof	
5	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	The bidder should provide an undertaking on its letter head to this effect signed by its authorized signatory.	
6	OEM should have an Office in India	Documentary proof	
7	The OEM should be an experienced player with Global presence and working for more than five years in Video Collaboration industry	Documentary proof	

4. Key Activities and Dates

Sl.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	17-07-2020
2	Last date of receiving queries from bidders	24-07-2020
3	Last date of replying to queries	28-07-2020
4	Last date and time for submission of proposals	01.08.2020: 1700hrs
5	Technical Proposal opening	03-08-2020: 1500hrs
6	Commercial Proposal opening	Will be intimated later

5. General Terms and Conditions

5.1 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.

5.2 Non-Disclosure Agreement:

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-II**.

5.3 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.

5.4 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 of **Rs.79,652/-** (Rupees Seventy Nine Thousands six hundred fifty two only) in the form of Banker's cheque/ Pay order/ Demand draft in favor of "BHEL" payable at New Delhi or Noida.

Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash deposit as permissible under the extant Income Tax Act (before tender opening) Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

a. Forfeiture of EMD

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

- i. 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.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- b. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- c. EMD shall not carry any interest.
- d. EMD of successful tenderer will be retained as part of Security Deposit.

2) Bounded volume of:

- i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short-listed vendors will be opened.
- ii. Authorization letter from OEM authorizing the bidder to bid specifically for this tender.
- iii. No Deviation Certificate as per format enclosed as Annexure-I.
- iv. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as Annexure-IV.
- v. Enclosures as defined in checklist of enclosures.
- vi. 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-IV 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 lease 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).

5.5 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.

5.6 Bid Submission

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

SDGM (CDT)

Bharat Heavy Electricals Limited,

CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,

Sector – 16A, Noida (UP) 201301

Telephone no. : (0120) 2416493

Email : shantanu.singh@bhel.in / pradeepkumar@bhel.in

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

5.6.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay.

5.7 Bid Opening

5.7.1 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/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

5.7.2 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.

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

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

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

5.7.6 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.

5.7.7 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.

5.7.8 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.

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

5.7.10 BHEL reserves the right to negotiate the tender, if required.

5.8 Late Bids:

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

5.9 Deviations:

Bidder shall submit the No Deviation Certificate as per the **Annexure-I**.

5.10 Language of Bid:

The bid, all correspondence and documents related to the bid shall be in English.

5.11 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 shantanu.singh@bhel.in/pradeepkumar@bhel.in by **24-07-2020**. The reply to the same will also be made available from the undersigned within 04 days. BHEL will not entertain or respond to bidders' queries and clarifications received after **28-07-2020**.

5.12 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 (<http://www.bhel.com> or <http://eprocure.gov.in>) in Tender Notification section.

5.13 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.

5.14 Security Deposit

5.14.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

5.14.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5.14.3 At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

5.14.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

5.14.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

5.14.6 Modes of deposit:

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

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: 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)

5.14.7 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

5.14.8 The Security Deposit shall not carry any interest.

5.15 Return Of Security Deposit

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the "Final Bill" after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

5.16 Bank Guarantees

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

5.16.1 Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

5.16.2 The Bank Guarantees shall be as per prescribed formats.

5.16.3 It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

- 5.16.4 In case extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- 5.16.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 5.16.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 5.16.7 The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

5.17 Evaluation of Bids:

The Purchaser will evaluate the bids that have been determined to be substantially responsive. The bid evaluation is based on L1 criteria. The evaluation of responsive bids shall be done in 3 stages:

Stage-I: Evaluation of Response To Eligibility Criteria:

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for Stage-II evaluation.

Stage-II: Evaluation Of Techno & Commercial Bids:

This shall be the second stage of the evaluation by the BHEL. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation. Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The bidders should meet the commercial conditions as defined in the bidding documents.

After the evaluation of commercial conditions, the Technical bid submitted by the Bidders will be evaluated. During the Technical Evaluation of the bid, BHEL will evaluate the bids based on the tender requirements and advisories issued by Govt. Of India. BHEL may ask for additional information / resources to validate the bid. These may include certifications/ technical documents / white papers / presentation from bidder or OEM or third party, references, demonstration of a proof of concept or solution, or their clients reference site, etc.

Any Bidder offering solutions or product against which Govt. of India has issued advisories raising security concerns or otherwise is liable to be rejected.

Stage –III: Evaluation of The Price Bid:

After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for

arriving at the lowest price offer. BHEL will also claim depreciation as per provisions of the Income Tax Act.

Price Bids of only those bidders who pass the Techno-Commercial evaluation will be opened. The total cost of the bid will be calculated as under:

- i. The bid having the least total cash outflow for 1 years will be considered L1 bidder. The L1 Bidder shall be eligible for award of contract.

5.18 Taxes & Duties:

Taxes (GST & others) shall be extra and payable as per prevailing rates. Any change in applicable taxes or imposition of any new applicable tax by GOI, the same shall be borne by BHEL on submission of documentary proof by the vendor. However, any decrease in applicable taxes or any new tax, benefit shall be passed on to BHEL.

5.19 GST Clause:

5.19.1. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.

GST Shall be payable extra as per following:

5.19.2 . Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rulesmade thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

5.19.3. Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

5.19.4 GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

5.19.5 TDS under GST law as applicable shall be deducted.

5.19.6 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

5.19.7 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/ altered/ deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

5.19.8 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.

5.19.9 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

5.20 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

5.21 Insolvency:

If during the execution of contract, the company or any member in case of JV/consortium / partnership becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier. Any charges payable up to the termination point will be paid by BHEL to the supplier. In case any recovery is due on supplier, the recoverable amount will be adjusted against the terminal payment to be made to the supplier. Such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to BHEL.

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

The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability towards the

Bidders. BHEL may ask the bidder for POC of the offered solution during the Technical evaluation phase and may reject the solution if the POC is not found satisfactory.

5.23 Limitation of Liability:

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

5.24 Delivery Schedule

The Licenses for 400 User Licenses shall be delivered and installed as per the Tenders Terms and Condition within 20 days from the date of Acceptance of order by the successful bidder. There may be variation of +/-20 % in the quantity. The date of acceptance of order shall not be later than 7 days from the date of placement of order.

5.25 Penalty for Late Delivery:

If the services are not started within the delivery schedule, a penalty of 0.5% per week (or part thereof) subject to maximum of 10% of the total order value. This penalty will be deducted from the first quarter charges, in case the penalty amount to be deducted is more than the first quarter charges, the same will be adjusted from the consecutive quarter.

5.26 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 shall 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.

5.27 Risk Purchase:

- 5.27.1** Purchaser / Lessee shall reserve the right to terminate the order / contract and procure the Cloud VC Solution for 400 User Licenses with +/-20% variation in quantity from elsewhere at the risk and cost of the Vendor / Lessor, either the whole or part of the services, which the Vendor/Lessor 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 / Lessor would be liable to compensate the Purchaser / Lessee for any loss, which the Purchaser / Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.
- 5.27.2** After installation & commissioning, if the vendor fails to rectify a problem, faulty hardware / software item /component or restore a faulty service within 15 days of the occurrence of the fault

/ problem, BHEL shall reserve the right to rectify or replace the faulty item /component / software / service by procuring from the market at risk and cost to the vendor.

5.28 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.

5.29 Force Majeure:

Vendor / Lessor 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 / Lessor to the Purchaser / Lessee 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.

5.30 Termination of Contract:

- 5.30.1** If the availability of the Services is below 95% continuously over a period of 3 months BHEL reserves the right to terminate the contract in full, without any cost implication to BHEL.
- 5.30.2** If the Services or the Performance of the supplied product is not up to mark as per BHEL Expectations and/or Requirements, BHEL reserves the right to short close the contract with One Month Notice period without any cost implication to BHEL.

5.31 Extension of the Contract

If the Performance of the Offered product is found satisfactory during the course of One year, BHEL may go for extension of the Contract in part or full with the same terms and conditions at a mutually agreed price not more than current price.

6. Special Terms and Conditions

6.1 Scope of Work:

The successful bidder shall supply, implement and maintain the User Licenses as per the technical specifications

- 6.1.1** The bidder shall supply 400 User Licenses for Cloud based Video Conferencing Solution for one year on subscription model. There could be variation of +/-20% in the quantity.
- 6.1.2** The solution must At least 50 Video Conferencing Endpoints to join the meetings concurrently using Internet without using any additional Hardware and Software. BHEL will only provide Internet facility to VC Endpoints for making any call to public IP Address. Any additional Hardware or Software (like Interoperability licenses or Connector licenses etc.) if required for connecting Video Conferencing Endpoints with the Cloud VC Call will be in the scope of Bidder.
- 6.1.3** The Bidder shall integrate the Cloud VC Solution with BHEL Active Directory. Currently, users in all the BHEL Units and Regions are in common bhel.in domain managed by domain

controller at Siri Fort, New Delhi and ADC at various Units and Regions. Domain Controller is on Windows Server 2016. Any Hardware/Software required for such integration will be in scope of Bidders.

- 6.1.4 The Bidder shall provide the latest version of the offered solution.
- 6.1.5 The Bidder shall give proper details of Portals like urls regarding User Creation, User management etc.
- 6.1.6 All documents, manuals, Administration manuals should be provided to BHEL before commissioning the systems.

6.2 ACCEPTANCE TEST PROCEDURE (ATP):

Acceptance Test Procedure shall start after successful supply and implementation of Offered solution and its Integration with BHEL Active Directory as per BHEL Requirement

6.3 Commissioning Certificate:

After successful ACCEPTANCE TEST PROCEDURE(ATP) , BHEL will issue a Commissioning Certificate for the offered solution.

6.4 Performance Requirements:

Definitions:

6.4.1 Non-Availability:

- i) Is defined as the service is not available or service is available with degraded performance.

6.4.2 Service Level Agreement (SLA):

- i) As the Cloud Based VC Solution will be used extensively by Top management, vendor shall provide support on 24X7X365 basis for the Cloud based VC Solution.

Cloud Based VC Services Availability & Performance:

The VC availability and performance parameters will be as under:

S.No.	Service Level Parameter	Minimum BHEL Requirement per Quarter
1	Uptime for Cloud Based VC Solution	99.5%
2	Same Business Day support for Cloud Based VC Solution	100%

Computation of Availability:

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * \left(1 - \frac{\text{Total outage duration in minutes}}{\text{Maximum Available Time in minutes}}\right)$$

Maximum Available Time = No. of days in a quarter * 24 * 60 – (Scheduled Maintenance Time +BHEL introduced Outage)

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 24 hours in advance and subsequent approval / acceptance should be taken from BHEL.

6.4.3 Penalties:

Cloud Based VC Solution availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the Services charges. The penalty will be calculated as per the following formula:

$$\text{Penalty} = F \times (H \times D)$$

Where,

F = Multiplication Factor as per table given below.

H = Minute wise Cloud Based Cloud VC Solution Charges

(i.e. Quarterly Cloud Based VC Solution Charges/ Total number of minutes in the Quarter)

D = Downtime in minutes

Sl. No.	Uptime	Multiplication Factor(F)
1	≥ 99.5	0.00
2	$<99.5 \text{ & } \geq 99.00$	1.00
3	$<99.00 \text{ & } \geq 98.00$	1.50
4	<98.00	2.00

6.5. Payment Terms:

Payment shall be released on a quarterly basis at the end of each quarter.

Payment will be released within 30 days of submission of verified invoices in triplicate along with following documents-

- a) SLA reports for the quarter (certified by BHEL)
- b) Tax payment proof

6.6 Income Tax Depreciation:

Income tax depreciation will be claimed by BHEL.

6.7 Warranty & Support:

- 6.7.1 The Bidder/OEM shall provide support on 24x7x365 for any issues related to the offered solution.
- 6.7.2 The Bidder/OEM shall be required to provide all the services based on standards and the best practices to meet or exceed the SLAs as per **Clause 6.4.2**. If the performance and uptime does not meet the SLA as per **Clause 6.4.2**, deductions as per SLA **Clause 6.4.3** will be done from the quarterly rental charges.

6.8 Special Clauses:

- 6.8.1 There shall be only 1 bid from each Bidder.

- 6.8.2** Bidder shall have to quote as per the specifications in this document.
- 6.8.3** BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 6.8.4** Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the offer is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- 6.8.5** BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of above-mentioned clauses of eligibility criteria. Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false / incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.

7. Technical Specifications

Sl. No	Feature	Required parameter
A	General	
A1	OEM	To be specified by the bidder
A2	Architecture	Cloud based architecture
B	Licensing	
		<ul style="list-style-type: none"> a) No. of Licenses: 400 b) All the license can be used to register and connect multiple users through desktop/mobile/Laptop in a meeting with a provision to increase in the future. c) Cloud VC service should provide at least 50 concurrent connections to directly participate in existing HD Video and Audio meeting from VC Endpoints (i.e. Polycom group 500 Series, Cisco SX 20, Cisco SX 80 etc) on cloud server using Internet without the need for any additional Software or Hardware (i.e. RPAD or Firewall Traversal). d) The Administration of all the users (Meeting hosts and Registered users) shall be possible through a Centralized console.
C	Video Features	
C1	Video Standards	The solution should support H.264 AVC/SVC or equivalent or higher ITU-T standard based compression for low bandwidth utilization. The offered solution should support open SIP and H.323. Users should be able to dial in into meetings using Public IP Address followed by Meeting No. or by URL or by equivalent technique.
D	Meeting Features (For Meetings hosted by Meeting Hosts)	
D1	No. of users in a Video Call	The Solution must connect at least 200 number of Concurrent users in a particular VC meeting. The VC users can be from BHEL LAN/WAN and/ or internet in any combination and can be from any device like Laptop, Mobile, Desktop etc.
D2	Continuous Presence	System should display minimum 9 (Nine) users in continuous presence mode in single screen. The system should also have voice activated mode to display the users who are speaking at the moment.
D3	Content Sharing, Collaboration and Remote control	<p>The meeting solution shall allow sharing of content like Desktop Screen and Individual applications such as PPT, MSWORD, PDF, EXCEL documents, multimedia etc to more than one participant.</p> <p>Real-time online viewing of shared document along with live video of the presenter in point to point as well as multi-point calls should be supported.</p>
D4	Guest Invite	Solution shall support sending of Meeting Invites with details of Web links/ SIP URL/ Public IP Address through E-mail etc.

D5	Meeting Joining Method	All Invited users (including third party) registered or unregistered should be able to join video conference through client or browser.
D6	Call Recording	The solution should allow the meeting host to record ongoing sessions on cloud or on his/her local PC. Cloud recordings should be on full HD with at least 50GB of total storage space being provided on the cloud.
D7	Reporting	The solution should have the capability to provide detailed reports on the meetings Like No. of Meetings, Meeting minutes both video and audio and Other quality related Parameters etc. on daily, weekly and monthly basis.
D8	Joining Meeting with H.323/SIP Endpoints	The solution shall allow H.323 and SIP Endpoints to join the meetings.
		All Meeting Hosts shall be able to host meetings in which H.323 and SIP Endpoints can participate.
E	User Friendly	The solution should be user friendly offering benefits such as directory of other end points or users, automatic software and firmware updates, Calendaring etc.
F	Dialling Pattern	The solution shall support both Dial-out and Dial-in to other users, end points, Public IPs, URLs. During a point-to-point call an end point or a user shall be able to add 3rd or up to 200 participants in the same call to make it a multiparty conference without disconnecting original call. Similarly a user or end point shall be able to dial or join an on-going PTP or multiparty conference. All required and existing end points should be able to escalate a PTP call to Multipoint to up to 200 locations.
G	Security	
G1		The complete solution, room systems and client software must provide secure and encrypted video, audio, presentation (media) and call setup (signaling) in every call. The complete solution must be encrypted on AES industry standards.
G2		The solution must be integrable with the on premise BHEL Active Directory and Vendor has to do the same.
G3		The solution should support the following advanced security features such as: - <ul style="list-style-type: none"> Meeting lock/unlock or equivalent for added privacy to prevent unintended participants from joining Authenticated access into meetings on desktop and mobile apps
H	Support	The Solution should provide access to telephonic support 24x7 for any Issue faced by user while joining, during or post meeting.
I	OEM Qualification	
	OEM Qualification	<ol style="list-style-type: none"> The OEM should be an experienced player with Global presence and working for more than five years in Video Collaboration industry The OEM should have GDPR (General Data Protection Regulation) compliance

8. List of Annexures:

- 8.1** Annexure-I: Format for No-Deviation Certificate.
- 8.2** Annexure-II: Proforma for Non-Disclosure Agreement.
- 8.3** Annexure-III: Business Rules for Reverse Auction
- 8.4** Annexure-IV: Price Bid Format

Annexure I

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:Cloud-VC(2020-21) dated 17-07-2020**. 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: _____

Annexure II

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 support for ILL at Sirifort, 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

Signature: _____
Name: _____
Designation: _____
Date: _____

Witness

1.
2.

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD

Signature: _____
Name : _____
Designation: _____
Date: _____

Witness

1.
2.

Business Rules for Reverse Auction

This has reference to tender no AA:CDT:Cloud-VC(2020-21) Dated 17-07-2020 BHEL shall finalise the Rates for the **Cloud based Video Conferencing Solution for 400 user licenses for one year on subscription model** 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 **AA:CDT:Cloud-VC(2020-21) dated 17-07-2020** (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. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price 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. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*; *{start time}*; *{Close Time: }*.

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. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL.
- 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 45 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.
- 8. Unique user IDs:** Unique user IDs shall be used by bidders during bidding process. 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:** Any commercial/ technical loading shall be separately intimated to respective 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 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:** Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), 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.

In order to ward-off contingent situation of connectivity failure 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 M/s.

{Service provider} is responsible for such eventualities.

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard 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 the 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).

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 {Service provider}.

14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, 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 – III (e))for price breakup, 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. {Service provider} 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 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.
- 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. *{Service provider}*, the terms & conditions given in this business document will supersede 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.

Mandate to Service Provider

Ref:

Date :

To,

M/s. {*Service provider*}

Sub: Providing of Services for Reverse Auction. Ref: No {...}
date {...}

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure -III.
- *Mandate to Service Provider – Annexure – III(a)*
- *Process Compliance Form – Annexure – III(b)*
- The list of bidders with their contact details is given in Annexure – III(c).
- Details of the item (s) to be Reverse Auctioned -- Annexure – III(d).
- *RA Price breakup & confirmation – Annexure – III(e)*
-
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {*Service provider*}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {*Service provider*}) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

Note:

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	<ul style="list-style-type: none"> - Name of BHEL Unit - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Auction to be conducted by	<ul style="list-style-type: none"> - Name of Service provider - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Date of Auction	<ul style="list-style-type: none"> - Date of Auction - Online reverse auction time: - Online auction website: -
Documents Attached: (To be sent to the bidders)	<ol style="list-style-type: none"> 1) Business rules for Reverse Auction (<u>Annexure-III</u>) 2) Process Compliance Form (<u>Annexure-III(b)</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-III(d)</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-III(e)</u>)

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), 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, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure – III(e) within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s.{Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal Name –

Company / Organization

Designation within Company / Organization Address of Company
/ Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....}**
- prior to start of the Event.**

List of bidders and their address/ contact person details

Sl. No.	Address	Contact Person
1	<ul style="list-style-type: none"> - Name of bidder - Full postal address - Fax: - Phone: - Email: 	<ul style="list-style-type: none"> - Contact person name: - Phone: - Email:
2		
3		
..		
..		

Note: If L1 as per the CST (Comparative statement) of the envelope sealed bid is the starting price, then that particular bidder shall also be marked as L1 bidder so that the system shall show him L1 automatically at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form.

Details of item (s) for Reverse Auction

1. {*Details of items including quantity, specification, Enquiry no. & date*

1.

2.

..

..

..

}

RA price confirmation and breakup

(To be submitted by L1 bidder after completion of RA)

To

- *M/s. Service provider*
- *Postal address*

CC: M/s BHEL

{Unit- Address-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{____ in value & in words _____} for item(s) covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of

{Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to

{.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of _____ in nos. & in words _____ days.

The price break-up is as given below.

=====

Total	- Rs. in value & in words
-------	---------------------------

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

CONTACT INFORMATION

M/s. _____	Bharat Heavy Electricals Limited, CDT, New Delhi
	Shantanu Singh Sr. Engineer (CDT), 3rd Floor, BHEL House, Siri Fort, New Delhi-110049 MAIL : shantanu.singh@bhel.in Phone No.-011-66337558

Price Bid Format for Cloud based Video Conferencing Solution for 400 user licenses for one year on subscription model

Sl. No	Item Description	UOM	Quantity (A)	Make & Model	Charges Per User License Per Annum (excl. taxes) in INR (B)	Tax (in %) (C)	Total Price (in Rs.), excluding Taxes (D = A * B)
1	Cloud Based VC Solution for One Year On Subscription Model	User License	400				

Note:

1. There could be a variation of +/-20% in the total quantity.
2. The rate should be quoted in Indian Rupees.
3. Payment will be made in quarterly deferred basis.
4. L1 will be evaluated on Total Price (in Rs.) excluding Taxes (C)

Seal & Signature of the Company