



कॉर्पोरेट ज्ञानार्जन एवं विकास
CORPORATE LEARNING AND DEVELOPMENT
मानव संसाधन विकास संस्थान, नोएडा
HUMAN RESOURCE DEVELOPMENT INSTITUTE, NOIDA

TENDER ENQUIRY

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

Date: 18.03.2020

M/s

PRE-BID MEETING: 30.03.2020 (1100 Hrs)

TENDER SUBMISSION DATE UPTO: 08.04.2020 (1500 Hrs)

TENDER OPENING DATE (PART – I): 08.04.2020 (1530 Hrs)

Sub: "Enhancing the functionalities and outsourcing maintenance activities (for 2 years) for BHEL Learning Management System(LMS)-UNNAYAN"

Dear Sir/Madam,

Most competitive rates are invited from reputed bidders for "Enhancing the functionalities and outsourcing maintenance activities (for 2 years) for BHEL Learning Management System(LMS)-UNNAYAN". You are requested to submit your sealed quotation so as to reach this office on or before **08.04.2020 (1500 Hrs)** in the manner explained below. Quotations received late shall be ignored. Part

– I of the Tender will be opened in this office on **08.04.2020 (1530 Hrs)** in the presence of the representatives of the bidders who may choose to be present.

Pre-Bid meeting has been scheduled on **30.03.2020 (1100 Hrs)** in our office to clarify issues, if any with regard to the tender. All bidders are requested to attend this meeting.

Procedure for submission of sealed tender:

Part-I: Earnest Money Deposit (EMD) & TECHNO-COMMERCIAL BID

This part shall consist of the following:

1) EMD of INR. 25,000/- (INR Twenty-five Thousand only) in the form of:

- a. Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi or Noida.
- b. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening.
- c. 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:
 - 1) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

[Signature]
18.03.20



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- 2) 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 Techno-Commercial Bid:
 - i. Duly filled, signed & stamped copy of Annexure- 1, 2, 3, 5, 6 & 7 with all supporting documents.
 - ii. Unpriced copy of PRICE BID as per format enclosed as Annexure-4.
 - iii. A copy of complete NIT along with corrigendum, if any, 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 format enclosed as **Annexure-4** 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).

MAKING OF COVERS:

Cover – I: EMD. Offer received without EMD will not be considered.

Cover – II: Techno-Commercial Bid

Cover – III: Price Bid

Each cover should also indicate the Tender no., due date & Time as mentioned above and supplier's contact details with full address. The bidder must submit their tender as required in separate sealed covers prominently superscribed as:

1. Part – I/ (Cover – I & II) – EMD & Techno Commercial Bid
2. Part – II/ (Cover-III) - Price Bid

These three separate covers i.e. Cover I, II & III shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender no. Due date and Time and submitted to this office. The Quotation should reach this office at the following address, latest by **1500 hrs on 08.04.2020**.

**Tender Box, Room no. 206, Second Floor,
Human Resource Development Institute (HRDI),
Corporate Learning and Development (CLD),
Bharat Heavy Electricals Limited (BHEL)
HRD & ESI Building, Plot No. 25, Sector – 16A,
NOIDA – 201301 (U.P.)**

Your quotation should reach this office latest by **08.04.2020 (1500 Hrs)**. Part-I/Cover-I & II Techno - Commercial Bid will be opened first at **08.04.2020 (1530 Hrs)** in presence of the representatives of

Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)
Regd. Office: BHEL House, Sirifort, New Delhi-110049



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the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or are not in the prescribed formats are liable to be rejected. Part-II /Cover-III Price-Bids of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time.

Tender documents can also be downloaded from BHEL Website www.bhel.com and e-CPP Portal www.eprocure.gov.in. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. All bidders are requested to refer above websites periodically for latest information about the tenders before submission of their bid.

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

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

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

Bids can also be delivered in person to the official inviting Bids and shall be dropped in the tender box at the address mentioned above.

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

**Deepak Shekhar
Dy. Manager (Purchase)
Human Resource Development Institute (HRDI),
Corporate Learning and Development,
Bharat Heavy Electricals Limited (BHEL), Noida**

Enclosures:

1. Pre-Qualifying Criteria: **Annexure- 1**
2. Technical Specifications, Scope of Contract & other terms: **Annexure- 2**
3. General Terms & Conditions: **Annexure- 3**
4. Price Format: **Annexure- 4**
5. Declaration of GST Benefits: **Annexure- 5**
6. Mutual Non-Disclosure Agreement **Annexure- 6**
7. No Deviation Certificate **Annexure- 7**



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Annexure-1

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

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PRE - QUALIFYING REQUIREMENTS (PQR)

Sl.No.	Eligibility Criteria	Documents
1.	A limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 5 years as on RFP issuance date.	Certificate of registration.
2.	Should be Authorized Moodle Partner/ Moodle System Integrator/ Original Software Developer(OSD) for the feature or functionalities offered	Documentary evidence: <ul style="list-style-type: none">For Moodle Partner & System Integrator: Certificate issued from MoodleFor OSD: Declaration on organization's letter that the vendor is the original developer of the offered solution
3.	Experience of successfully completing similar works (i.e. activities of Online Learning Management System on Moodle platform like new installation, functionality/plugin development and deployment, version upgradation and LMS maintenance-support services) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ul style="list-style-type: none">Three similar work costing more than INR 4.96 lakhs eachORTwo similar work costing more than INR 6.20 lakhs eachOROne similar work costing more than INR 9.91 lakhs	Work Completion Certificate issued by the Purchaser clearly mentioning the similar work completed and value (in Rs.), along with a copy of PO/ Letter of Agreement/ LOI
4.	Should have average Annual Financial Turnover of minimum Rs. 3.72 Lakhs in the last three years i.e. 2016-17, 2017-18 & 2018-19. This must be the individual company turnover and not of any group of companies.	Balance Sheet and Profit & Loss Account for FY 2016-17, 2017-18, 2018-19. In case Audited Balance Sheet and Profit & Loss Accounts statements are not available then a certificate from CA mentioning the Turn over details is to be furnished for FY 2016-17, 2017-18, 2018-19.



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5.	Should have Positive net worth during last 3 years	Balance Sheet for FY 2016-17,2017-18, 2018-19.
6.	Affirmation that the bidder will abide with all the 'TERMS & CONDITIONS' laid down in this NIT	An undertaking on organization's letter head duly signed by authorized officer.
7.	Should have PAN number and GST registration number.	Self-attested copies of PAN number and GST registration number.
8.	Not have been debarred/black-listed by any Government Agency/Public Sector Undertaking/ICAI as on date of RFP submission.	An undertaking on organization's letter head duly signed by authorized officer.

Note: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno Commercial bid.

Signature of the bidder

With Bidder Seal

Dshekhar
18.03.20

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ANNEXURE- 2

**Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01,
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TECHNICAL SPECIFICATIONS, SCOPE OF THE CONTRACT AND OTHER TERMS

1. OVERVIEW:

Aligned with BHEL Vision 2022, BHEL has developed its Learning Management System- named UNNAYAN, to cater the online learning requirements of its employee.

UNNAYAN is an internally customized version of free Open Source Learning Platform – MOODLE 3.4. As per the terms and conditions of Moodle, it is a free Open Source software, under the GNU General Public License to adapt, extend or modify for both commercial and non-commercial projects without any licensing fees and benefit from the cost-efficiencies, flexibility and other advantages of using Moodle.

BHEL now intends to engage an agency for web-customization, feature/functionality enhancement and maintenance and support services of its learning platform, to provide our users world class experience of online learning through delivering quality contents for product, process and various functions in a more comfortable learning environment.

Vendor is expected to create a clear project plan with modular milestones and deliverables. Payments shall be linked accordingly with the defined phases.

Tender scope are covered under three broad specifications:

i. SCOPE OF WORK

- a. starts immediately as the issue of Work Order
- b. expected to be completed in 3 months

ii. TRAINING, MAINTENANCE & SUPPORT

- a. Starts after completion of 'SCOPE OF WORK'
- b. Duration – 2 years (24 months)
- c. Class room training to be conducted within 60 days

iii. OTHER TERMS & CONDITIONS

Details of the above scopes in given as under:

1. SCOPE OF WORK

1.2. 1.1. UPGRADATION & CUSTOMIZATION OF BHEL LEARNING MANAGEMENT SYSTEM (LMS)

- 1.1.1. Updation of existing Moodle version 3.4 to latest Moodle version while maintaining the entire database, features and external plugins already available
- 1.1.2. Customization of LMS for the following:
 - a. Designing of existing portal with professional outlook viz. inclusion of BHEL Logo and name, user-friendly look and feel, etc.



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- b. Creation of new Moodle site template which would be used across portal pages like front-page, course-pages, admin pages, user pages, etc.
- c. Moodle site template finalization will be done at the start, in consultation with BHEL.
- d. Feature for addition of new Moodle blocks or updating existing blocks on home-page to display information like announcements, testimonials or any specific information.
- e. All LMS pages needs to be Responsive (including both Android & iPhone mobile Operating System)

1.2. AVAILABILITY OF MOODLE FUNCTIONALITIES

All the existing features and functionalities offered by Moodle in its open source version of Moodle 3.4, are continued to be available, like:

1.2.1		General Features
a.	Personalized dashboard	To display the course enrolment and progress for every user.
b.	Collaborative tools & activities	Assignments:- To grade and give comments on uploaded files and assignments created on and off line Chat:- To allow participants to have a real-time synchronous discussion Choice:- For a teacher to ask a question and specifies a choice of multiple responses
		Database:- To enable participants to create, maintain and search a bank of record entries
		External tool: - To allow participants to interact with LTI (Learning Tools Interoperability) compliant learning resources and activities on other web sites.
		Feedback:- For creating and conducting surveys to collect feedback
		Forum:- To allow participants to have asynchronous discussions
		Glossary:- To enable participants to create and maintain a list of definitions, like a dictionary
		Lesson:-For delivering content in flexible ways
		Quiz:- To allow the teacher to design and set quiz tests, which may be automatically marked and feedback and/or to correct answers shown
		SCORM:- To enable SCORM packages to be included as course content
		Survey:- For gathering data from students to help teachers learn about their class and reflect on their own teaching
		Wiki:- A collection of web pages that anyone can add to or edit
		Workshop:- To enable peer assessment

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d.	All in one Calendar	To help keep track of academic or company calendar, course deadlines, group meetings, and other events.
e.	Convenient file management	To drop files from cloud storage services including MS SkyDrive, Dropbox and Google Drive.
f.	Simple and intuitive text editor	To format text and conveniently add media and images with an editor that works across all web browsers and devices.
g.	Notifications	For auto alerts on new assignments and deadlines, forum posts and also send private messages to one another.
h.	Track Progress	For educators and learners to track progress and completion with an array of options for tracking individual activities or resources and at course level.
1.2.2 Administrative Features		
a.	Multilingual Capability	To allow users to view course content and learn in their own language, or set it up for multilingual users and organizations.
b.	Bulk Course Creation & Easy Backup	To add courses in bulk, backup and restore large courses with ease.
c.	Manage user roles & permissions	For addressing security concerns by defining roles to specify and manage user access.
d.	Supports open standards	To readily import and export SCORM courses and more into Moodle.
e.	High Interoperability	Easy integration with external applications and content
f.	Detailed reporting & Logs	To view and generate reports on activity and participation at course and site level.
1.2.3 Course Development & Management Features		
a.	Direct Learning Paths	To design and manage courses to meet various requirements. Classes can be instructor-led, self-paced, blended or entirely online.
b.	Encourage collaboration	Chat:- Allows participants to have a real-time synchronous discussion
		Forum:- Allows participants to have asynchronous discussions
		Glossary:- Enables participants to create and maintain a list of definitions, like a dictionary
		Wiki:- A collection of web pages that anyone can add to or edit
		Groups: Group of users
c.	Embed external resources	To teach materials and include assignments from other sites and connect to the gradebook in Moodle.



d.	Multimedia Integration	To easily search for and insert video and audio files in courses.
e.	Group Management	To share courses, differentiate activities and facilitate team work.
f.	Marking workflow	To conveniently assign different markers to assignments, manage grade moderation and control when marks are released to individual learners.
g.	Inline Marking	To easily review and provide in-line feedback by annotating on PDF files directly within browser.
h.	Peer & Self Assessments	To build activities such as workshops and surveys encourages learners to view, grade and assess their own and other course members' work as a group.
i.	Integrated Badges	For full compatibility with Mozilla Open Badges, motivate learners and reward participation and achievement with customized Badges.
j.	Outcomes & Rubrics	Advanced selection grading methods to tailor the gradebook to course and examination criteria.
k.	Security & Privacy	For teaching and sharing in a private space only for specific group of users.
1.2.4 Additional Plugins		
a.	Custom certificate	To create and customize certificate for users to be made available after successful completion of course
b.	Feedback	To receive feedback from the participants regarding a course
c.	Bulk User enrolment	To enroll users to a course in bulk and also group them.
d.	Level Up Gamification	To create competition among employees, adding points for various activities on portal and increasing levels upon point criteria
e.	Course Progress	To display course progress on user dashboard in form of pie chart

1.3. DEVELOPMENT OF NEW FUNCTIONALITIES/UPGRADATION

Following new functionalities to be made available ensuring their interactivity with the existing system and functions:

1. Creation of test portal on hardware provided by BHEL, for trial and testing new features and functionalities before deployment to the live server.
2. Employee Login to be interfaced with BHEL Single Sign-On(SSO) for BHEL users. The API and endpoint will be provided by BHEL.
3. Employee Profile:



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- a. Should consist of employee details like Unit Name, Designation, Function, Location, date of birth, age, date of last promotion etc.
- b. Grouping of users on the basis of employee's Unit, designation, function and age
- c. Feature for creation of new groups of employees by Administrator, according to user profile data
- d. Monthly auto updation of user profile in Moodle database

4. Position Management with Organization Hierarchy:

- a. Addition of BHEL - Organization Hierarchy System as per BHEL need
- b. Mapping the same throughout the system
- c. Its reflection in user's profile for performing following activities by Reporting Officers:
 - i. View course available for their sub-ordinates
 - ii. Review course completion status for their sub-ordinates
 - iii. Assign/enroll courses to their subordinates
- d. System Generated Reports to Reporting Officers for Course Completion status of their team.
- e. Feature for monthly auto synchronization of BHEL Hierarchy System in Moodle Database.

5. Reports (in excel and html format):

- a. Customization, according to course activities including course completion and filtering on basis of user profile data fields like Units, Functions, grades etc.
- b. Monthly online training completion and training man-hours report.
- c. Advanced Report Builder with feature for creating graphs, filtering columns etc. for advanced data analytics

6. Course Customization:

- a. Limiting the courses for specific users based on group of Unit, function, designation, department, age-band etc.
- b. Field for Course Duration (number of days) for every Course.
- c. Fields for course start date, course end date (depending either on duration or entered date)
- d. A non-mandatory field on Training-Man Hours (TMHs)
- e. If the course is not completed within the course duration, it will be auto-unenrolled from participant's list of courses and all the related activities will be lost for that user.
- f. Incomplete courses to be visible to users only during course duration.
- g. Course completed within duration, will appear under 'Completed Courses' on the user's dashboard, even after completion of its duration and can be reviewed any number of times.

7. E-Mail Services:

- a. Setting of BHEL outgoing e-mail system on Moodle Portal
- b. Bulk Email sending functions as per user or course data



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- c. Sending bulk Email on different events like launch of new course, registration, due date reminder etc.
- d. Auto mailer system to users for due date reminders
- e. Auto mailer to Moodle Administrator for list of users along with profile details, where courses have not been attended or completed.
- f. Feature for creation of auto mailer rule by administrator on the basis of criteria like course title, course status, date, duration, etc.
- g. Auto-mailer to Administrator consisting of monthly reports regarding course completion status of users.

8. Testimonial:

- a. Feature of receiving testimonial/feedback/suggestion from end-user
- b. Displaying on front-page after approval from Administrator

9. Availability of BHEL LMS on internet and mobile (Android and iOS)

10. Auto-mailer system to Moodle Administrator and vendor in case of any kind of failure/crash report from application, database or server.

11. Auto backup plan of application and database

12. Ensuring full application level security and privacy for server

13. Bilingual (English & Hindi) versions of LMS

2. TRAINING, SUPPORT & MAINTENANCE

Training, Support & Maintenance services is required for the period of **two years** (24 months) after the completion of 'Scope of Work' and issuance of 'Work completion Certificate' by BHEL. This will include following:

- 1. Comprehensive Moodle Application Support including Operating System (LINUX), Server Administration and Performance Monitoring.
- 2. Quarterly Load testing of BHEL LMS for at least 500 concurrent users
- 3. Deployment of minor Moodle updates within 1 month of their release by Moodle, to be done in consultation with BHEL.
- 4. Support in creation and updation of online library of all training materials in any of the portable formats (pdf, ppt, word, excel, html, asp, web content, link embedding etc.)
- 5. Automatic back-up scheduling and upkeep
- 6. 24X7 upkeep of UNNAYAN maintaining an uptime of 98% for Moodle Application
- 7. Vendor to give Telephonic as well as Online Customer Support to BHEL LMS Admin users during office hours i.e. 8.00 AM – 5.30 PM IST (excluding Saturday, Sunday and public holidays), for technical and functional issues/queries.
- 8. Maintenance/resolution of technical and functional issue raised by the user within 2 working days of raising request
- 9. Support request will be raised to the email-id provided by the supplier.
- 10. Support for upkeep of LMS in case of Hardware failure including deployment/migration of LMS to new server.
- 11. One three-days classroom training to be conducted within 60 days of issuance of 'Work completion Certificate'
 - a. Training will focus on working on the functionalities of Moodle

D.Shekhar
18.03.20



- b. Detailed user-manual to be provided to all the participants in soft form
- c. Location: BHEL, Film City Noida Office
- d. Number of participants: 20-40 BHEL users

3. OTHER TERMS & CONDITIONS

Vendor shall take care of the following:

- 1. Shall work in co-ordination with BHEL team and/or other vendor for LMS setting and configuration
- 2. For timely completion of 'SCOPE OF WORK', vendor should share a time-based project schedule with modular milestones and deliverables for the activities to be carried out during initial 3 months.
- 3. Any requirement from BHEL may be informed at least 15 days in advance.
- 4. All software/tool/plugins to be provided as part of the solution should be perpetual in nature and licensed to "Bharat Heavy Electricals Limited".
- 5. Performance Acceptance Test (PAT) would be done on the test portal for new functionalities developed by Vendor as per the 'SCOPE OF WORK', to ascertain whether it meets the requirement.
- 6. These functionalities would be deployed/ upgraded on live Moodle application, after the successful completion of PAT.
- 7. Documentation of configuration and operation for running LMS to be provided
- 8. After the successful upgradation of Moodle to latest version and addition of new features and functionalities as prescribed, Vendor will provide an undertaking on its letter head that all the activities as defined in the 'SCOPE OF WORK' has been completed to the satisfaction of BHEL.
- 9. A 'Work Completion Certificate' will be issued to the supplier by BHEL official after the satisfactory completion of the functionality testing, deployment and Go Live on Moodle platform for employees' use.
- 10. If the performance and uptime does not meet the SLA, deductions will be made as per "Penalty for SLA Non-Conformance"
- 11. Responsibility of raising the payment receipt lies with the vendor.
- 12. After the expiry of contract period, BHEL will have right to freely use all the features added/upgraded by the vendor during the contract period
- 13. The vendor shall provide all the services based on standards and the best practices to meet the SLA clauses
- 14. Minor changes in the 'SCOPE OF WORK' must be acceptable to vendor
- 15. Any additional feature for which the need is felt later, but is not included in the 'SCOPE OF WORK', may be provided by vendor on mutually agreed terms.


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Regd. Office: BHEL House, Sirifort, New Delhi-110049



A. SLA & NON-CONFORMANCE

1. SERVICE LEVEL AGREEMENT (SLA):

- 1.1. The activities under 'SCOPE OF WORK' should be completed within 3 months from the award of work-order. This includes the deployment, acceptance by BHEL authority and GoLive for use of BHEL employees.
- 1.2. Class-room training to be provided within 2 months (60 days) of completion of 'SCOPE OF WORK'
- 1.3. Telephonic as well as Online Customer Support to BHEL LMS Admin users during office hours i.e. 8.00 AM – 5.30 PM IST (excluding Saturday, Sunday and public holidays), for technical and functional issues/queries. Maintenance/resolution of technical and functional issue expected within 3 working days of raising request by BHEL user.
- 1.4. Moodle Application should have an uptime of 98%. In instance of software upgradation or server maintenance issues, the downtime hours will be reviewed.

2. PENALTY FOR SLA NON-CONFORMANCE:

- 2.1. Penalty for the delay in completion of activities under 'SCOPE OF WORK', shall be levied at the rate of 0.5% of the Total Cost of Work Order per week, subject to maximum of 10% of the total cost of Work Order. This penalty will be deducted from the first payment, i.e. payment done after milestone M1 as per 'Milestone Based Payment Terms'.
- 2.2. BHEL have authority to cancel the Work Order in case of any of following condition:
 - 2.2.1. No supply of items or start of the activities as detailed under 'SCOPE OF WORK', within the required period of 3 months from the issue date of Work Order.
 - 2.2.2. Not completed the activities under 'SCOPE OF WORK' within 5 months from the issue date of Work Order.
 - 2.2.3. In the case of cancellation of Work Order, BHEL shall not be liable to make any payment to the vendor.
- 2.3. Penalty for the delay in completion of class-room training, shall be levied at the rate of 0.5% of the Total Cost of Work Order per week, subject to maximum of 5% of the total Cost of Work Order. This penalty will be deducted from the second payment, i.e. payment done after milestone M2 as per 'Milestone Based Payment Terms'.
- 2.4. Penalty for delay in Telephonic or Online Support for technical and functional issues/queries, shall be calculated at the end of every year. Deductions will be levied at the rate of 0.05% per day of the Total Cost of Work Order, subject to maximum of 5% of the total Cost of Work Order per year.
 - 2.4.1. During 1st Year: The penalty will be deducted from the third payment, i.e. payment done after milestone M3 as per 'Milestone Based Payment Terms'.
 - 2.4.2. During 2nd Year: This penalty will be deducted from the fourth payment, i.e. payment done after milestone M4 as per 'Milestone Based Payment Terms'.
- 2.5. During the Maintenance & Support duration, downtime will be calculated on per month basis, at the end of every year. The deductions for downtime will be made from the milestone

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18-03-10



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M3 and M4 for 1st and 2nd year respectively, subject to maximum of 10% of the total Cost of Work Order. Calculation for downtime will be made as per the following formula:

2.5.1. Penalty at normal rate: i.e. for uptime < 98% and uptime >= 80.0%

Deduction (D) per month = [downtime in hours for a month (d)] * [rental per hour (r)];

2.5.2. Penalty at double rate: i.e. for uptime < 80.0%

Deduction (D) per month = [downtime in hour for a month (d)] * [2 * rental per hour (r)]

Here, rental per hour (r) = [(15% of Total Cost of Work Order) / (365 * 24)]

2.6. In case penalty becomes recoverable, the applicable GST shall also be recoverable from the vendor.

B. MILESTONE BASED PAYMENT TERMS

Milestone	Deliverable/Actions	Timelines Start	Timelines End	Payment
M1	Includes all of following: a. Completion of activities under 'SCOPE OF WORK' b. Includes deployment, acceptance by BHEL authority and GoLive for use of BHEL employees. c. Issue of Work Completion Certificate by BHEL	D	D + 3 months	55 % of Total Cost of Work Order
M2	a. Completion of Training	P	P + 60 days	5% of Total Cost of Work Order
M3	a. Maintenance & Support activity for 1 st year	P	P + 365 days	20% of Total Cost of Work Order
M4	a. Maintenance & Support activity for 2 nd year	P + 366 days	P + 730 days	20% of Total Cost of Work Order

D – Date of award of Work Order to the successful bidder
P – Issue of Work Completion Certificate for 'SCOPE OF WORK'



ANNEXURE- 3

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

Date: 18.03.2020

GENERAL TERMS & CONDITIONS.

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribbling the name of Tender as a given in the tender notice.
3. Tenders can either be deposited in tender room in person or sent by Courier/ Registered or Speed Post to the address mentioned in NIT. It shall be bidders' responsibility to ensure that tenders are delivered in time. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tenders received after the due date and time of opening shall be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. The tenderers shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission of the tender documents issued are incomplete or shall require clarification on any of the aspect. Scope of work etc., he/she shall at once contact the authority inviting the tender for clarification before the submission of the tender.
9. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER BY the Tenderer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
10. **ACCEPTANCE OF ORDER:** Bidder should acknowledge and accept the LOA/ Work Order issued by BHEL within 7 days of its receipt. Seller should examine the LOA/ Work Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc.



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for due rectification. If the Bidder fails to give such intimation/acceptance within seven days, the Bidder shall be deemed to have agreed to all terms & conditions as per LOA/ Work Order.

11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
12. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
13. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.
14. **TAXES AND DUTIES:**
 - i. Prices should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Format.
 - ii. To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit complete Tax invoice containing all the particulars as stipulated under Invoice Rules of GST. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
 - iii. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for other reasons not attributed to BHEL, in such case any financial implication on BHEL account of delay/loss/recovery from BHEL of such GST credit along with in levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from agency's bill.
 - iv. Any statutory changes as and when made applicable by Government shall be applicable against documentary evidence.
 - v. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to agency will be subject to TDS as per rules in force from time to time. Tax Deduction at Source(TDS) shall be done as per the provisions of Income Tax Act, GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
15. **VALIDITY OF OFFER:** The offer/quotation/bid shall be kept open for acceptance for a minimum period of four (4) months from the date of opening of PART-1 bid of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
16. **TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.



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

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Noida/ Gautambudha Nagar, U. P. (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Noida/Gautambudha Nagar, U. P. (the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

18. SECURITY DEPOSIT:

1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
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.
3. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work (within 7 days from the date of issue of Work Order). 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.
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. 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.
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)



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- 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)

- Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

19. GENERAL TERMS AND CONDITIONS:

Ethical Standard: Bidders are expected to observe the highest standard of ethics during the procurement and 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;

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

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.

20. NON-DISCLOSURE AGREEMENT:

- a. 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.
- b. 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



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under any circumstances. The successful bidder has to furnish a Non-Disclosure Agreement (NDA) as per **Annexure-6** in line with the Owner's Information Security Management System (ISMS).

20. 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.

21. BID OPENING :

- a. 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.
- b. 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.
- c. Purchaser/Lessee also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- d. Not more than two representatives from each bidder will be permitted to be present during tender opening.
- e. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- f. 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.
- g. 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.
- h. 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.
- i. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- j. Purchaser/Lessee reserves the right to negotiate the tender, if required.

22. DEVIATIONS: Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per Annexure-7.

Technical & Commercial - No deviation is acceptable.

23. LANGUAGE OF THE BID & CORRECTIONS:

- a. 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.
- b. 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.
- c. 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.
- d. However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.



24. REJECTION OF BID AND OTHER CONDITIONS:

- a. Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- b. If required, BHEL is entitled to ask for any equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.
- c. Equipment offered must have current certifications as detailed in relevant sections. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
- d. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- e. Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- f. The acceptance of bid will rest with the Purchaser/Lessee and does not bind him to accept the lowest or any bid. The Purchaser/Lessee reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 1. to reject any or all the bids.
 2. to increase or decrease the quantities.
- g. Late Bids: Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.
- h. The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.
- i. If the bidder deliberately gives wrong information in his bid, Purchaser/Lessee reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- j. If the Prices/Rates of one or more of the enquired equipments have not been quoted, the offer is liable to be rejected.
- k. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

25. 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 dshekhar@bhel.in as per tender clause of **Key Activities and Dates**. The reply to the queries will also be made available from the same. BHEL will not entertain or respond to bidders' queries received after the mentioned date.



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>) and CPP portal in Tender Notification section under the original tender enquiry number.

26. EVALUATION AND COMPARISON OF BIDS:

- a. 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 values will be considered for ordering.
- b. Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- c. Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- d. Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at the lowest valid price bid (L1). This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the concerned Ministry.
- e. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after technocommercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company in line with multiplication factor communicated before RA.
- f. In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. Non submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.

The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The bidding evaluation is based on L1 criteria. Further the tender is NOT divisible. 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 Technical & Commercial Bids:

This shall be the second stage of the evaluation by the Purchaser. 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.

BHEL's Technical Committee will then evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

Stage –III: Evaluation of the Price Bid:

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The total cost of the bid will be calculated as under:

- i. Total cash outflow for 5 years on lease basis for Hardware, Software, Facility Management, Redeployment, etc, including duties, taxes, warranty & support for the entire lease period.
- ii. The bid having the least total cash outflow for 5 years will be considered L1 bidder. Evaluation of L1 ranking will be on the basis of total lease Charges including all applicable Taxes and Duties but excluding all input credits available to BHEL so as to assign tender priority based on cost to BHEL. The L1 Bidder shall be eligible for award of contract.

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 to the Bidders.

27. EXCLUSIONS:

The Bidder shall clearly indicate the items under "Exclusions" head, which are excluded from the scope of Bidder's work, if any.

28. 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.

30. 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.

Successful bidder's liability will be limited to the value of this contract only and will not be liable for any consequential damages.

28.03.20



31. 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 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.

32. INSURANCE:

Insurance for the complete Systems/ Goods shall be arranged by the Vendor/ Lessor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser/ Lessee, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/ Lessor. Evidence of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

33. 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.

34. Risk Purchase:

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

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



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

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- Excess of new purchase cost over old purchase cost, where the total value of new WO (Work Order) is more than total value of old WO (Work Order).

And

- Additional 30% overheads as departmental charges on the ex-works value of new WO (Work Order)

35. FORCE MAJEURE:

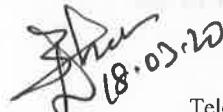
Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control, provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not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

36. PATENT & TRADEMARK:

Vendor/Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

37. MERGER & ACQUISITION:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.


18.03.10

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Annexure-4

Tender Enquiry Ref. no. AA/CLD/2019-20/LMS/SB/01

Date: 18.03.2020

PRICE FORMAT

Sl. No.	Description	Rate (Rs.) in figures
1.	Cost for following activities to be included (excl. taxes): <ul style="list-style-type: none">• Activities under 'SCOPE OF WORK'• Training Cost• Support & Maintenance cost for 2 years (24 months)	
2.	Tax on Sl. No. 1 above	
3.	TOTAL COST (Sum of Sl. No. 1 & 2)	

Note:

- Tender Evaluation shall be on the basis of delivered cost (i.e. Sl. No. 3 as per the above table – TOTAL COST)

*Shrawan
18-03-20*

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Annexure – 5

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

Date: 18.03.2020

Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

D. Shekhar
18.03.20

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Annexure – 6

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

Date: 18.03.2020

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 “Enhancing the functionalities and outsourcing maintenance activities (for 2 years) for BHEL Learning Management System(LMS)-UNNAYAN”, **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



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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

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- 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 five (5) years 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.

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ANNEXURE-7

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/LMS/01

Date: 18.03.2020

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date: