

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR- SOUTHERN REGION
NIT

BHEL invites offers from reputed Vendors as per following terms and conditions

1	Tender Enquiry ref ENQ:20:PS:0005:PUR:1, dt. 08.05.2020 Enclosed Tender Enquiry to be referred for details.
2	Description: 1.Development and implementation of Construction Management Software - 1 No. 2.Maintenance of software after implementation - 54 Months
3	Order of Precedence: 1. NIT 01 and Tender Enquiry (named as AA. ENQUIRY 01) 2. Technical Specification (as enclosed) 3. Pre qualification Criteria, delivery schedule, Special Conditions, Payment terms (as enclosed) 4. GCC Rev.06 and Corrigendum to GCC Rev.06
4a	Facilities to be provided by BHEL/NPCIL : a) Workspace/Office Space will be provided by NPCIL only for the purpose of implementation of the software during the contract period, either at main office building or container at site. b) PCs / Work-Station: NPCIL shall provide sufficient hardware for installing the software for server as well as client c) NPCIL will extend full support and cooperation for speedy, successful development and implementation of the software.
4 b	On site assistance for understanding the logics, development & training to users BHEL/NPCIL to be provided by Vendor. Maintenance for 54 months commences from the date of acceptance of implementation completion of all modules by BHEL/NPCIL.
5	PVC: Prices shall be firm till completion of contract
6	LD shall be levied @ ½% plus applicable GST of Total contract price per week or part thereof, subject to maximum of 10% of contract price, excluding taxes, duties & freight as per clause 16.0 of GCC Rev. 06 & GST related corrigendum to GCC Rev.06.(as enclosed)
7	GST will be paid extra at actuals on submission of documentary evidence, as applicable.

8	Integrity Pact: Applicable (Enclosed)
9	Contract Performance Bank Guarantee : Not Mandated.
10	Mandatory documents: 1. Declaration by authorised signatory of Bidder (enclosed) 2. Power of Attorney (enclosed)
11	Bidders who fulfil TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender. Bidders are requested to provide the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS". Bids of only those bidders who meet the Technical and Financial Pre-Qualifying requirements shall be evaluated
12	Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis for complete scope of the tender with necessary loading as applicable. In case of PBO, the loading (technical/ commercial), if any, shall be added by BHEL for evaluation. In case of RA, the loading (technical/ commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.
13	Evaluation in case of more than one L1 bidder: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding"
14	Latest Update All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) &

	https://bhel.abcpocure.com. Bidders should regularly visit websites to keep themselves updated
15	Bidder is requested to quote their best competitive prices. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer (Through e-procurement portal). The price bid (Through e-procurement portal) of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & price through e-procurement portal) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to price bid (Through e-procurement portal) for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).” Link for RA guidelines to be followed is: http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction2016.pdf

16	Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation as per Annexure-II of GCC, along with reasons for taking such deviations						
17	IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL: <table border="1"> <tr> <th>S. No.</th><th>IEM</th></tr> <tr> <td>1</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td></tr> <tr> <td>2</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td></tr> </table> The Integrity Pact as enclosed in the NIT is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. (Refer Annexure-I of NIT for Integrity pact). Please refer Section-8 of Integrity Pact for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only. "No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided under SI no 34 of this NIT".	S. No.	IEM	1	Shri Virendra Bahadur Singh, IPS (Retd.)	2	Shri Arun Chandra Verma, IPS (Retd.)
S. No.	IEM						
1	Shri Virendra Bahadur Singh, IPS (Retd.)						
2	Shri Arun Chandra Verma, IPS (Retd.)						
18	In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period.						

	If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC)
19	All other correspondence till issue of Letter of Intent (LOI) thereof shall be addressed to the Undersigned by name & designation and sent at the following address: Mr. Sandipan Biswas , AGM-SCT & Purchase M/s Bharat Heavy Electricals Ltd., Power Sector- Southern Region, 690, Anna Salai, Nandanam, Chennai - 600035 E-MAIL: bsandipan@bhel.in Ph. No. 044-28286757 Mrs. S. Prabhu Kumar AGM-Purchase M/s Bharat Heavy Electricals Ltd., Power Sector- Southern Region, 690, Anna Salai, Nandanam, Chennai – 600035 E-MAIL: sprabhu@bhel.in Ph. No. 044-28286841, E mail: yasodha@bhel.in A Foreign and indigenous bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist are uploaded on www.bhel.com for participating in tender enquires through e procurement. B Important Details for Foreign Bidder-

	• Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b of GCC) for recognition of despatch. • For claiming payment under clause 9.3.1 of GCC, Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b) • There will be no change in MRC payment. C. Bidder to note that this is an Open Tender enquiry & price bid (Part-II) opening/RA participation shall be subject to following condition: a) Techno-commercial recommendation of bidder by the BHEL-PSSR. b) Approval of bidder by End Customer. D. 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. E. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender Documents. All Documents shall become part of the Order/Contract after its finalisation.
20	In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be N.I.T. covering letter (including Tech Spec) followed by SCC and followed by GCC.
21	A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. The package is not divisible in nature. Vendors are required to provide the following certificate along with the part-1 bid: (i) A Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing

	cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (ii) Provide the details of the location(s) at which the local value addition shall be made. B. Conciliation Guidelines - The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Clause 38 of GCC(Annexure XI of GCC). Annexure XI of GCC, together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this NIT. The Purchaser/Contractor/Seller agrees that the Purchaser/Contractor/Seller may make any amendments or modifications to the provisions stipulated in Annexure -XI of GCC from time to time and confirms that it shall be bound by such amended or modified provisions of Annexure -XI of GCC with effect from the date as intimated by BHEL to it.
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	3.MSME/Start up: - Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PSSR is in the process of registering with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines.
22	Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above. B. The 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 web site http://www.bhel.com/vender_registration/vender.php.
23	All the above terms and conditions, post-bid agreements/MoMs (during Techno-Commercial evaluation) shall become a part of the Order/Contract after its finalisation.
24	Tender submission through e-procurement portal- Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement Portal of M/s e Procurement Technologies are also listed below: e-procurement service Provider details: M/s e Procurement Technologies limited, Ahmedabad B705. Wall Street II, Opp Orient Club, Near Gujrat college, Ellis Bridge, Ahmedabad, PIN 380 006. Please get in touch with our service provider at the earliest for required support.

	Bidders shall upload their offers meeting the requirements of the tender documents. The following documents need to be uploaded on our e-procurement portal: • Offer forwarding/ covering letter • Acceptance of GCC Rev.0 & SCC of the project. • Duly filled-in 'No deviation certificate' as per prescribed format (Annexure-II) in GCC Rev0. • Important points- In case of any deviation, the same should be submitted separately for technical & commercial parts along with their cost of withdrawal, indicating respective clauses of tender against which deviation is taken by bidder. [Deviation sheet (cost of withdrawal) – annexure –II of GCC Rev-0] • It shall be specifically noted that deviation recorded elsewhere shall not be entertained. ☐ Supporting documents for FINANCIAL PQR and TECHNICAL PQR • A copy of this NIT duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed. • Un-Priced price schedule (format) duly filled in 'Quoted' or 'NA' in each column/row in eprocurement bidding form. • Priced Copy- BOQ-cum-price schedule in e-procurement bidding form only. • Certificate as per Make in India circular ☐ • Documents required for approval from end customer
25	Your best quotation/offer for the above requirement, in line with our terms and conditions, should be uploaded through e-procurement Portal. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened at 15:30 hours on due date through e-procurement Portal.

Enclosures as referred above:

AA. ENQUIRY 01,

BB.1 & BB.2 Technical Specification,

CC. Integrity Pact,

Tender Enquiry ref: ENQ: 20:PS:0005:PUR:01, Dt.08.05.2020

DD. Declaration by authorised signatory of Bidder ,

EE. Power of Attorney,

FF.1 GCC Rev.06 and

FF.2 Corrigendum to GCC Rev.06

GG. Price bid Format

Thanking You.
For and on behalf of BHEL

AGM/ Purchase
BHEL-PSSR

Pre Qualification Requirements

1. The agency should have executed similar type of Project Planning / Execution / Construction Management Software in Power Plants or any industries for a minimum value of Rs. 50 Lakhs, in the last 7 years from the date of Bid Submission.

Purchase Order and relevant performance certificate after completion of at least one number obtained from the previous customer is to be furnished by the Bidder. The Certificate shall be in english duly signed and stamped by concerned customer.

2. The agency should have registered company in India with at least 5 Crores turnover during the last 3 years (Each Year).
3. Customer Approval: Names of bidders who stand qualified after compliance of criteria 1 and 2 shall be forwarded to BHEL's customer (M/s.NPCIL) for their approval.

Price bids of bidders who stand technically approved by the customer shall only be opened or RA shall be conducted amongst bidders as the case may be.

DELIVERY SCHEDULE

- 1) Development and Implementation of Construction Management Software, in all respects as specified in Technical Specifications shall be completed within 8 months from the date of placement of PO.
- 2) Maintenance Period (54 Months) – Commencement of Maintenance Period will only be after the completion of the activities involved in Sl. No 1. Exact Date of Start of Maintenance period, will be on a mutually agreed basis after the completion of the activities involved in Sl. No 1. BHEL's decision is final.

SPECIAL CONDITIONS

- 3) Price shall be quoted in INR (Indian Rupees) only.
- 4) The price shall be firm during the entire period of Contract.
- 5) The quoted price shall be exclusive of GST. Taxes Extra on actuals. GST credit shall be passed on to BHEL.
- 6) If Maintenance period is beyond 54 months, the Price shall be firm upto an additional period of 1 Year, if required.
- 7) Appropriate Manpower [Module-Wise], shall be posted at the Customer's Office (Site), by the Vendor, to understand and carry out the Customised Requirements/Modifications in the CMS Software .
- 8) If customer opines that the Manpower deployed is not satisfactory, alternate manpower shall be arranged by the Vendor with 2 weeks time.
- 9) Travelling, Accommodation and all other expenses for deployment of Manpower at the Customer Premise shall be borne by the vendor.
- 10) Foreclosure - The contract can be foreclosed by PSSR, without assigning any reason, by giving one (1) months' notice (30 days from date intimation).
- 11) On receipt of confirmed purchase order from BHEL, Bank Guarantee shall be submitted by vendor for a sum equal to 10% of the total value of the order (including GST) along with submission of first invoice. First Invoice shall be processed by BHEL only after receipt of BG and its bank confirmation.

PAYMENT TERMS

A. Implementation of Construction Management Software			
Stage	Percentage	Brief Description	On completion of Following Activities :
Stage-1	20%	Design, establishing the Detailed Infrastructure software structure and releasing and installing basic module at site	i) Implementation of the CMS Software : Installation and Configuration of Servers like Application Server, Database Server, Web Application and Services and installation of the Construction Management Software. ii) Configuration of Security Controls and rules in Firewall, SSL and all necessary requirements for ensuring Web Application Security at the Data-Centre of the Customer Premises. iii) Client System(s) Configuration and interfacing with Servers and the CMS iv) Design of the detailed structure for the software indicating process flow sheet for all the modules, submission for approval , upon approval , release and acceptance of basic module which shall include the logins for administrator , users etc, creation of the Schedule of quantities and rates, estimation of rates(SOQR), project planning with required dash board information , store module for the NPCIL items as well as the contractor (s). v) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-2	20%	Acceptance of Module-1	i) Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii) Upon release and acceptance of module-1 which shall include flow of activities pertaining to equipment , piping and metal structure works (Erection reports, welding inspection reports, non destructive testing

			activities etc) and shall be linked with respective SOQR item created in Basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-3	20%	Acceptance of Module-2	i)Testing and Rollout of the modules (as in Sl. No ii)for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii) Upon release and acceptance of module-2 which shall include flow of activities pertaining to Civil work activities such as concreting, reinforcement steel works, painting works and shall be linked with the respective SOQR item created in Basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-4	15%	Acceptance of Module-3	i)Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii)Upon release and acceptance of module-3 which shall include flow of activities pertaining to Electrical works such as cable laying, panels erection , termination works etc and shall be linked with the SOQR item created in basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage-5	15%	Acceptance of Module-4	i)Testing and Rollout of the modules (as in Sl. No ii) for use at Site for Operations and Modifications/ Customization as per requirement given by customer. ii)Upon release and acceptance of module-4 which shall include flow of activities pertaining to instrumentation and other ancillaries as per requirement and shall be linked

			with the SOQR item created in basic module. iii) Relevant protocols signed by BHEL and Customer-NPCIL
Stage 6	10%	Final Bill	i)Submission of Source Code & Documentation of the Complete Software. ii) On submission of Final Bill after Completion of O&M Period (54 Months) iii)Submission of contract completion certificate by BHEL and customer-NPCIL

B. Maintenance of the CMS Software	
100 % - Payment shall be released on a Quarterly Basis (3 Months – 3 X Monthly Rate), on Certification from the BHEL and Customer-NPCIL for Satisfactory Services for the completed period	
NOTE : If the maintenance period required, is lesser than 54 Months, then the payment shall be released only for the Actual period for which the services has been provided.	