



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

Ref. no.: AA/CLD/2019-20/PUR/eLearning/01
Date: 07.06.2019

TENDER ENQUIRY

M/s

PRE-BID MEETING: 17.06.2019 (11:00 AM)
TENDER SUBMISSION DATE UPTO: 28.06.2019 (3.00 PM)
TENDER OPENING DATE (PART – I): 28.06.2019 (3:30 PM)

Sub: Procurement of 10 nos. License of Authoring Tool for Contract Period of two (02) years with full Support during the Contract Period for BHEL

Dear Sir/Madam,

Most competitive rates are invited from reputed organizations for Procurement of 10 nos. License of Authoring Tool for Contract Period of two (02) years with full Support during the Contract Period for BHEL. You are requested to submit your sealed quotation so as to reach this office on or before **28.06.2019 (3.00 PM)** in the manner explained below. Quotations received late shall be ignored. Part – I of the Tender will be opened in this office on **28.06.2019 (3.30 PM)** in the presence of the representatives of the bidders who may choose to be present.

Pre-Bid meeting has been scheduled on **17.06.2019 (11:00 AM)** 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:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I/ Cover-I: Techno Commercial Bid and

Part-II/ Cover II: Price-Bid.

Each cover should also indicate the Tender Enquiry Ref. No., Due Date & Time as mentioned above and each cover should be properly sealed.

Part-I/ Cover-I: Techno Commercial Bid:

Please submit all documents as per Pre - Qualifying Requirements in **Annexure –1** of the Tender document, Copies of documentary evidence (duly signed & stamped) as asked for, copy of tender document duly signed & stamped on each page as token of your acceptance to the tender's Terms & Conditions. The cover to be properly sealed. All documents submitted by the bidder shall be duly signed and stamped by Competent Authority of the Bidder.

Part-II/ Cover-II: Price-Bid:

Only price bid in the prescribed Price-Format as per **Annexure – 2** should be enclosed in Part-II/ Cover-II, duly sealed.

These two separate covers (Cover I & II) shall together be enclosed in a third envelope and this sealed cover shall be superscribed with Tender Name (Subject), Tender Enquiry Ref. No., Due date & time and submitted as per Sl. No. 3 of Annexure-5 of the NIT at the following address:

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

207.06.19



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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.)

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-II Price-Bids of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent later.

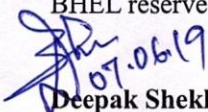
However, BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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.


07.06.19
Deepak Shekhar
Sr. Engineer (Purchase)
Human Resource Development Institute (HRDI),
Corporate Learning and Development,
Bharat Heavy Electricals Limited (BHEL), Noida

Enclosures:

1. Pre-Qualifying Requirements (PQR): **Annexure- 1**
2. Price Format: **Annexure- 2**
3. Technical Specifications: **Annexure- 3**
4. Other requirement & Conditions: **Annexure- 4**
5. General Terms & Conditions of the Contract: **Annexure- 5**
6. No Deviation Certificate: **Annexure- 6**



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ANNEXURE-1

PRE-QUALIFYING REQUIREMENTS (PQR)

Sl. No.	Details of PQR	Documentary Evidence
1.	Experience of Bidder for selling Licenses of Authoring Tool for Development of eLearning Courses within last two years as of date of Issue of Tender	Work Completion Certificate issued by the Client of the bidder for successful delivery/installation of the Authoring Tool at Client Location(s) within last two years as of date of issue of Tender
2.	Bidder should be either OEM or authorized by OEM to sell and support the tool.	Documentary evidence for OEM/ Authorization letter from OEM in case bidder is not OEM.
3.	Bidder to give list of at least 5 listed organizations that is using the same tool or output of the same tool for their training & development purpose.	Certification by the Bidder on their letter head informing the name of at least 5 listed organizations.
4.	Bidder should verify that the Authoring Tool provided confirms to all the Technical Specifications laid down in the tender (Annexure 3).	Certification by the Bidder on their letter head.
5.	Bidder to affirm that it will abide by all the 'OTHER REQUIREMENT AND CONDITIONS' according to Annexure 4	Certification by the Bidder on their letter head.
6	Average Annual Financial Turnover during last 3 years ending 31 st march 2019, should be at least 7 lakhs	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.
7	The bidder should have PAN number, GST registration number.	Self-attested copies of PAN number, GST registration number.

If required, BHEL may call bidder for demonstration of tool and technical functionalities as per 'Technical Specifications.


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ANNEXURE- 2

PRICE FORMAT

Sl. No.		Rate(Rs.) in figures
1.	Cost of 10 nos. License of Authoring Tool for Contract Period of TWO (02) years with full SUPPORT during the contract period	
2.	Applicable Taxes	
3.	Total cost of ten (10) licenses including taxes	

Note:

- Evaluation shall be on the basis of delivered cost (i.e. Total Cost to BHEL), i.e. Sl. No. 3 above.

Date:

Signature:

Place:

Name & Designation:

Stamp of the Bidder:

Handwritten signature and date
07.06.19

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ANNEXURE- 3

TECHNICAL SPECIFICATIONS

1. Authoring Tool should be on-premise tool.
2. All intermittent and final data generated during project execution should be stored at local BHEL server/machine only.
3. It should be compatible to Microsoft Windows 7 and above versions (64 bit).
4. Tool should be able to generate responsive templates as per screen size so that the entire screen gets adjusted to PC, Laptop, Smartphone/Mobile, Tablet and any other display devices.
5. It should support written English Language.
6. Should have the ability to import, edit and enrich the contents of MS-Power Point presentation
7. Should have feature of embedding different Microsoft Office documents, pdf, 3D-pdf, image (formats like .png, .jpg, .jpeg, .gif), audios (formats like .wav, .mp3, .m4a), videos (formats like .avi, .mp4), animation (formats like animated GIF, Dynamic HTML).
8. It should have features to add characters/interaction/scenario in the course design. The character may be available from online and offline library or can be imported from other graphics handling software.
9. It should have facility of configuring variables/triggers and conditional flow control according to different situations created within the project.
10. It should have feature of editing Audio narrations and synchronisation of audio with video.
11. It should support feature of text to speech conversion.
12. It should have feature of Screen Recording and Software Simulation.
13. Tool should be capable of providing Assessment and Course Completion Certificate.
14. It should have feature of creating and adding quizzes /drag and drop /Free Form.
15. Must have Bookmarking feature, to mark displayed information for later recall, searching and Tagging facility within the project.
16. Tool should be able to generate a self-running interactive content with navigation buttons containing forward, backward, pause, bookmark and menu options in the course window.
17. Tool should be able to Export to Contemporary Video Format (.wmv, .mp4 etc.)
18. Tool should publish output to HTML5, SCORM and AICC packages.
19. The output course should be web based and mobile based application type. It should run on all contemporary versions of web browser like Internet Explorer, Google Chrome, Firefox, Safari etc. on Laptop/Desktop and should be Smartphone/Tablet/Mobile responsive. The Mobile responsive courses should run on OS as Android, Windows Mobile, iOS etc.

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ANNEXURE- 4

OTHER REQUIREMENT AND CONDITIONS

1. NATURE OF LICENSE

- License should be **Perpetual** in nature with full support for Contract Period of **TWO (02) years.**
- During these two years, all new updates, add-ins, version change or any other changes released for the tool by OEM should be provided/updated for all ten licenses at no additional cost
- The key to the tool will be shared to the BHEL representative
- After the expiry of contract period, BHEL should have right to freely use the tool for lifetime, with all the functionalities available at that point of time.
- Transferring of tool from one location/PC to other due to hardware issue, change of user, change of machine etc., shall be in the control of BHEL official, ensuring that one license is being used in single machine only.

2. SUPPORT FOR CONTRACT PERIOD OF TWO YEARS

During the contract period, following is expected from the supplier:

- Facilitate in installation of licensed tools at ten (10) BHEL location/desktop located PAN India by supplier officials. Installation should be completed within **30 days** of award of contract.
- Facilitate for installation/updation of new updates, add-ins, version change or any other changes released for the tool by OEM for all ten licenses
- OEM/Supplier Telephonic and Online Customer Support for any Functional and Technical Queries
- Support in transferring of Licensed Tool in different machine due to hardware issue or change of user or machine

3. SPECIFIC TERMS & CONDITIONS

- After the successful installation of all ten licenses, tool will be thoroughly tested by a BHEL representative, within 30 days of installation.
- An Acceptance Certificate will be issued to the supplier after the satisfactory completion of the testing.
- First Payment will be released only after the issuance of the Acceptance Certificate

4. SERVICES LEVEL AGREEMENT (SLA):

- Support request will be raised to the email-id provided by the supplier
- Resolution is expected within **SEVEN (07) working days** of raising request to the supplier.

5. PENALTY FOR SLA NON-CONFORMANCE:

- For every delay in resolution, penalty shall be levied at the rate of 0.5% of the work order value (incl. taxes) -per week of delay in resolution
- Maximum Penalty is limited to 7.5% of the work order value (incl. taxes) per annum, from the date of award of contract.

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6. TRAINING REQUIREMENT:

- 100 User Man-days (5 Days Training X 20 users) Training of BHEL employees at any BHEL Office/Location in India to the maximum of two (02) locations and/or trainings
- BHEL would facilitate the supplier to plan and conduct these training(s) within 6 months of award of contract

7. PAYMENT TERMS

- 75% of Work Order Value: After issuance of Acceptance Certificate (As per Clause 3 above)
- 10% of Work Order Value: After completion of 100 user man-days of training
- 7.5% of Work Order Value: At the end of completion of first year, deducting the penalties as per SLA Non-Conformance (if any).
- 7.5% of Work Order Value: At the end of completion of second year, deducting the penalties as per SLA Non-Conformance (if any).
- Supplier shall be responsible for submission of GST compliant Tax bills for making the payment, after the completion of the above services.

8. LD/Penalty

- If the Supplier is unable to deliver/install all the 10 nos. of Authoring Tool as per the Technical Specifications within the delivery period, 0.5% per week, to a maximum of 10% of the total Work Order Value shall be deducted as Penalty.

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07.06.19



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ANNEXURE- 5

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with 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 scribing 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 the 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 are liable to be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Bidder's Authorised 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 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 bidders shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. If the bidder has any doubt about the interpretation of any portion of the Tender Specifications or the tender documents issued require clarification on any of the aspect like Technical Specifications etc., bidder shall 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 including Catalogue/Published literature as applicable, in line with the instructions given in various sections of the Tender Specification. **Each and every page of the Tender document must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER BY the Tenderer as token of complete acceptance thereof.** The information furnished shall be complete by itself.
10. **ACCEPTANCE OF PURCHASE ORDER:** Bidder should acknowledge and accept the Purchase Order issued by BHEL within 7 days from the date of PO and should examine the Purchase Order upon receipt and bring any discrepancy with regard to Technical Specifications, taxes & duties, agreed terms & conditions etc. to the notice of BHEL, within 7 days of receipt for due clarification if any. If the Bidder fails to give such intimation/acceptance within seven days from the date of PO, the Bidder shall be deemed to have agreed to all terms & conditions as per Purchase 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.

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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 & Stamped by the bidder.

13. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL")

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. MICRO, SMALL & MEDIUM ENTERPRISES (MSME):

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer:

Type under MSE	SC/ST owned	Others
Micro		
Small		

NOTE: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category. Extant regulations of Govt. of India will be applicable.

16. **TERMINATION/CANCELLATION OF WO/PO:** BHEL has 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 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

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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, 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, 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. **REVERSE AUCTION'S TERMS & CONDITIONS:** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope 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/ Institute/Bidders (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid 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 envelope sealed price) 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 envelope sealed bid 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/ Institute/Bidders (as available on www.bhel.com).

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ANNEXURE- 6

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/MATERIAL/ITEMS MENTIONED IN THIS TENDER ENQUIRY.

Signature of the bidder
With Company Seal

Name:

Company's name:

Address:

Date:

Handwritten signature and date: 07.06.19