



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division, Mysuru Road,
Bangalore - 560 026

TENDER
DOCUMENT
(PART – I)

2019

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BENGALURU

TENDER DOCUMENT

Name: C R Chidambara Kumar

Designation: DGM (PS)
BHEL-EDN, Bengaluru

DATE: 31-05-2019

(This document contains **42** pages)



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1.0 Notice Inviting Tender

1. Tender No. : **EDN:MS:PS:IE:CRC:OS:01 dated 31-05-2019**
2. Qualifying Requirement : As per NIT Terms & Conditions
3. Earnest Money Deposit to accompany Tender: **18,400/-**
4. Cost of Tender documents : NIL
5. Issue of tender documents : 31-05-2019 onwards
6. Last date for Issue of tender documents : Up to 11.00 hrs of 21-06-2019
7. Last date for submission of tender doc. : Up to 13.00 hrs of 21-06-2019
8. Date and time of opening of Tender (Part-I) : 13.30 hrs of 21-06-2019

Date: 31-05-2019

Name: C R Chidambara Kumar
Designation: DGM (PS),
BHEL-EDN, Bengaluru
Ph. No.: 080-26998900
Mob.: 9449869900



2.0 Contact for clarifications:

- 2.1 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EDN for the contract purposes.
- 2.2 For any further details required, C R Chidambara Kumar, DGM(PS), of BHEL/EDN, Bengaluru may be contacted in person or through Telephone Nos. **(080-2699-8900)**.

3.0 Pre-Qualification Requirements: The bidder should have the following Pre-qualification criteria to participate in the tender and must provide supporting documents (e.g., Annual Reports/ Bank Statement etc.) in **Part-I** as a proof.

3.1 Pre-Qualification Criteria for Bidders

Check List: Essential Requirements and Details to be furnished by the Bidder.

Sl No.	PQ#	Condition	Pre-Qualification Criteria (PQC)	Supporting Document
1	PQ1	Legal Entity	The bidder should be a registered company in India, firm/SME/ Startup / EGovernance) registered under Companies Act 1956 and should be in existence for more than 3 years as on 1-4-2019 .	Copy of Certificate of Incorporation issued by Registrar of Companies.
2	PQ2	Technical Expertise	Bidder should be in the field of Industrial Engg. and have experience in "Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study" as on 1-4-2019 .	Submit the documents (completion certificates) indicating that the bidder has experience in implementing software application used in VTS and Development of Time Standards.
3	PQ3	Annual Turnover & Financial Net worth	The Bidder should have average annual turnover of INR 2.76 Lakhs for last three financial years, as on 1-4-2019	i. Copy of annual report/ balance-sheet/ Profit & Loss Statement/ financial statement ii. A certificate from the Chartered Accountant /statutory auditor on turnover in these years.
4	PQ4	Technical Capability	a) Three similar completed works costing not less than the amount Rs. 3.68 Lakhs or b) Two similar completed works costing not less than the amount Rs. 4.6 Lakhs or c) One similar completed work costing not less than the amount Rs. 7.36 Lakhs as per scope of work in last Seven years	i. Copy of Work Order OR Contract Document indicating scope of work, deliverables, cost, timelines ii. Completion Certificate from Client indicating timelines along with client contact details ,mail-id and the modules completed



5	PQ5	Mandatory Undertaking	The bidder must have company registration certificate, valid GST registration certificate and PAN No. as on date of issue of this RFQ.	Copy of PAN, GST registration certificates
6	PQ6	Manpower /ESI & PF	The bidder should have ESI & PF registration certificates.	Certificate of ESI & PF registration
7	PQ7	Blacklisting by Govt	The bidder should have not been debarred / blacklisted by BHEL as on date of issue of this RFQ	Declaration by authorized signatory of the bidder
8	PQ8	Address Proof	The bidder should have office in Bangalore	Address Proof/Undertaking on company Letter Head
9	PQ9	EMD	The bidder must submit EMD as per tender format	EMD shall be submitted by Bidder

NOTE:

In case a bidder does not meet any one of the above conditions mentioned in Pre-Qualification Criteria, bidder will be disqualified.

All data shall be verifiable by BHEL

4.0 Details of Work & Conditions:

4.1 General Description of the work:

Time and Motion study is defined as a work measurement technique for recording the times and rates of working for the elements of a specified job carried out under specified conditions and for analyzing the data to determine the time necessary for carrying out the job at a defined level of performance. Time and Motion study implies dividing the work into fundamental elements or basic operations of a job or a process with the object of eliminating unnecessary or defective elements in a job. After investigating all movements in a job, process or operation, it finds out the most scientific and systematic method of performing the operation or completing the job within the prescribed time frame.

4.2 Scope of Work

To “Supply, install, Training and Maintenance of Timer-pro or equivalent software Application required for Video Time Study (V T S)” & to carry out the Development of Time standards through “V T S” in the work areas / Manufacturing Facility at Electronics Division (EDN), BHEL, Mysuru Road, Bengaluru & Electronics Systems Division, Electronics city, Bengaluru

The Timer-Pro or Equivalent software application should be deployed in the BHEL Electronics Division, Productivity Services Department. The software application should enable development of Time Standards for different activities / Operations carried out in EDN through Video Time Study here-in-after termed as “VTS”. The software should aid in analysis of the videos taken and automate the generation of reports in the process of development of Elemental Time Standards for a given activity. Further the requirements are as listed below: -

1. The list of elemental time standards shall be printed / exported to MS-Excel.

(Video Time Study)



2. Inbuilt report generation and integration with MS Word for creating free form reports should be part of the software.
3. Provision to import data into software shall be provided.
4. Storage of photographs, images, should be made within the database or on a file system.
5. Export data from software application to an Excel or any standard format acceptable by the user.

4.3 Period of contract and volume of work:

- 1) The nature of contract will be as follows: -
 - a) “Supply, Installation, Training and Maintenance of Timer-pro or equivalent software application”, the supply of software is one time.
 - b) “Development of Time standards through Video Time Study” on rate contract basis for a period of two years.
- 2) The processes to be studied will be referred as and when the requirement arises.
- 3) The volume of work will not be splittable between the bidders.
- 4) A min. of 1500 minutes of Std. Time devt. / annum is planned to be offered for study
- 5) To establish Standard Time for operations by conducting VTS as per ILO guidelines (Work-study by ILO, 4th Edition).
- 6) Training of BHEL personnel in VTS software usage.
- 7) About 3500 processes (approx.) have been identified for establishment of Time Standards. The details of the manufacturing processes / operations will be supplied after the award of contract, as and when requirement of std. time arises.
- 8) Vendor has to arrange for necessary equipment like Video Camera etc. and the accessories which are required for VTS.
- 9) The local conveyance, Travelling & Daily allowances and other expenses of its officials who are involved in carrying out the specified work will on vendor’s scope.

* Bidders should visit BHEL-EDN & ESD manufacturing areas and study the job content, facilities available, prevailing working 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 or on other terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

4.4.1 Deliverables - Timelines

Timelines, Deliverables for the software application as below:

PHASE I			
Milestone	I	II	III
Timeline	12 weeks from the date of issue of work order	20 weeks from the date of issue of work order	Warranty Period from Rollout *
Deliverables	Supply and Install of software application	application Testing and Acceptance	Warranty Support **
	Configuration and Customization	Implementation and Rollout*	



Annual Maintenance	
Activity	Timeline
AMC	AMC will start from the end of warranty period

**Warranty Support: - As per clauses 4.6 & 4.9 of NIT

*Rollout: The Rollout may be considered complete when the software has been complete in all respects including installation, commissioning, configuration and customization of software application as per the requirement and their integration, completion of functionality and other test required as per specification.

4.4.2 Deliverables / output:

a) Software

1. Shall be Timer-pro or equivalent which is capable of handling and analyzing the videos taken during the VTS to arrive at elemental standard times.
2. Shall be stand alone and will be installed in a dedicated PC
3. One license is planned for procurement
4. The license shall be perpetual in nature.

b) VTS

1. Detailed Report (hard copy and soft copy) must contain the following but not limited to these:
2. Time Standards in minutes for each identified process / Operation (as per ILO document on work-study 4th edition).
3. Observed time, Normal Time, Applicable Allowances.
4. Elemental Times and applicable Rating factor.
5. Video of the VTS as proof of study.
6. Payment will be made on the basis of Standard times developed, in minutes. (Rs./minute)
7. Complete details of the study on work place environment, Operator details, sketch of work place, materials used, Interferences, no. of cycles studied as per table – 1, etc.

Cycle Time (minutes)	Rec. No. of Cycles to Samples
0.10	200
0.25	100
0.50	60
0.75	40
1.00	30
2.00	20
2.00 - 5.00	15



5.00 - 10.00	10
10.00 - 20.00	8
20.00 - 40.00	5
40.00 and above	3

Table - 1

4.5 Minimum Hardware Requirements

The vendor is required to inform BHEL on the minimum hardware requirements for installing and running the software.

4.6 Warranty period:

- The bidder should also know that a minimum of **one year** shall be warranty period from the date of successful installation of the software application and after that period the bidder has to provide support for a period of Two years for the application.

4.7 Performance Requirements:

1. The Software application should be without any degradation of performance during the warranty or AMC period.
2. System should be upwardly scalable in the event of increased usage of the system or new business requirements
3. M/s BHEL EDN may with prior notice audit such measurements to their satisfaction.
4. The bidder is expected to submit the following to BHEL EDN:
 - a. One license for usage of software (perpetual)
 - b. Complete user guide and manual.
 - c. On-Line Help Text
 - d. Tutorials.

4.8 Training of staff of BHEL-EDN of Bangalore

A minimum of 3 personnel from the BHEL EDN, of Bangalore will need to be trained to maintain the apps at the respective server and maintaining/updating.

4.9 Offline support

1. 8 x 6 National telephonic supports.
2. There must be a single point of contact for any eventuality and an escalation matrix must be provided with the bid.

4.10 Liquidated Damages:

COMPENSATION FOR DELAY:

1. If the contractor fails to maintain the required progress in terms of condition 4.4.1 or to complete the work on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below:-



2. For unfinished anticipated value of work where finished portion is fit for use Rate of compensation as follows:
3. The above said LD clause is applicable for the Supply of:-
 - a. Software 0.5%/week delayed from phase 2 deadline(as in Cl.4.4.1),with a max. of 5%
 - b. VTS service LD clause not applicable
 - c. AMC service LD clause not applicable
4. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

5.0 Terms and remarks:

1. Officials carrying out the study inside BHEL shop floor must comply with the safety guidelines and instructions.
2. Care shall be taken to ensure that study does not interfere with the regular production activities.
3. Bidders to indicate clearly in the offer the tools, equipment, accessories, cameras and any such item which is required by them for carrying out the Time and Motion Study. However, BHEL keeps the right to not allow an item in view of prevailing BHEL rules pertaining to safety, security, confidentiality or any other reasons in the interest of BHEL.

5.1 Failure to Comply with Contract

1. Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.
2. In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the bidder, the bidder is liable to compensate the same.
3. In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Bidder.

5.2 Payment terms to the vendor

a) Software

1. The bidder should submit the invoice on satisfactory installation of the software in EDN.
2. Demonstrate the features / usage of the software to the PS dept. personnel.
3. Train the PS dept. personnel on the usage of software.
4. 90% of the payment will be made on fulfilling above conditions and the remaining 10% will be paid after successful completion of warranty period.



b) V T S

1. The bidder should submit the invoice on satisfactory completion of study and submission of report.
2. The invoice shall be sent to BHEL-EDN for payment in batches of completion of VTS. The payment will be made on the user dept. certification, of acceptance.

c) A M C

1. Upon successful completion of AMC period, annually.

d) applicable for a, b & c items above.

1. The payment will be made within 45 days from the submission of invoice, complete in all respects.
2. Applicable Tax Deducted at Source (TDS) will be deducted at the time of releasing the payment.
3. Any statutory deduction such as TDS, WCT, etc., penalty for SLA non-conformance, if applicable, will also be deducted from the AMC charges.

5.3 Sub-Contracting

The bidder shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

6.0 Proforma for Offering Price Bid

The bidder is required to offer the **price bid in the Annexure IX** format as indicated in clause 7.4.2.

6.1 Rates:

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like GST etc. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained on submission of relevant documentary proof. Taxes shall be shown separately for different items like software application, VTS, AMC etc. The prices will be firm for the period of contract. Only statutory variations in taxes and duties may be allowed.

6.2 Taxes & Duties:

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



6.3 Income Tax Depreciation (Not Applicable):

Income tax depreciation will be claimed by BHEL.

7. General Terms and Conditions

7.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

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

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

7.3 Cost of Bidding:

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

7.4 Procedure for Submission & Opening of Bids:

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

7.4.1 Part-I : Techno-Commercial Bid

This part shall consist of the following:

7.4.1.1 EMD

EMD of Rs.18400/- (Rupees Eighteen Thousand Four hundred only) in the form of Banker’s cheque/ Pay order/ Demand draft in favour of “BHEL” payable at Bangalore.



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.

7.4.1.2 Modes of Deposit

The EMD may be accepted only in the following forms:

- i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
- iii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

7.4.1.3 Forfeiture of EMD

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

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

7.4.1.4 Refund of EMD

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

7.4.1.5 Documents of techno-commercial bid

1) Bounded volume of:

- i. Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFQ. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
- ii. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-IX** with word "QUOTED" written against all items in price column.
- iii. No Deviation Certificate as per format enclosed as **Annexure-IV**.
- iv. Signed and scanned copy of complete RFQ along with corrigendum/clarifications, if any.

7.4.2. Part-II: Price Bid

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



Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

7.5 Marking On Envelope:

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

Part-I:

1. **Tender Enquiry No. and Its Description**
2. **Due Date of Opening**
3. **“Techno-Commercial Bid”.**

Part-II:

1. **Tender Enquiry No. and Its Description**
2. **Due Date of Opening**
3. **“Price Bid”**

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

7.6 Bid Submission:

- 1) Bids shall be sent at the following address:
Tender Box-IT&S (Box No.2)
Reception Area at BHEL,
Electronics Division, Mysore Road,
Bangalore – 560 026
- 2) Bids can also be delivered in person to the official inviting Bids.
- 3) Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1300 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

7.7 Bid Opening

- 1) PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 2) In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 3) Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 4) Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 5) No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 6) Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.



- 7) 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.
- 8) No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 9) Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 10) Purchaser reserves the right to negotiate the tender, if required.

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

7.7.1 Technical Bid Evaluation

- I. The objective of the Technical bid is to short list bidders who have the technical expertise/skills that are essential to establish / implement this business activity and to meet the technical requirements as envisaged in the RFQ.
- II. The technical bids shall be evaluated by the Tender Evaluation Committee assessing each bidder's ability to satisfy the requirements set forth in the RFQ Document. The Tender Evaluation Committee will evaluate the technical proposals by taking into account factors mentioned below. The information furnished by the bidders in the technical bid shall be the basis for this evaluation
- III. Each Proposal will be evaluated according to the following criteria, but not limited to:
 - a. Project objective, scope of work and understanding along with past experience in projects executed of similar nature.
 - b. Bidders may demonstrate their experience and show demo of the software application during technical evaluation

7.7.2 Financial Bid Evaluation

Although the Financial bid will also be submitted at the same time along with the Technical bid, the same would be opened at only after completing the evaluation of Technical bids. Financial bids of only those bidders who qualify in the technical bid will be opened in the presence of their representatives if any at a scheduled date and time.

7.8 Discrepancy in "words" & "Figures"

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 the interpretation will be done as detailed below:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words shall prevail, unless the amount expressed in words



is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

7.9 Validity of Offer:

Offer shall be kept valid for 120 days from the due date of Tender, for Purchaser acceptance

7.10 Deviations:

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

7.11 Governing Language:

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

7.12 Documents Accompanying the Bid:

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

7.13 Tender Evaluation:

- 1) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower value will be considered for ordering.
- 2) All applicable taxes (GST etc.) are to be specified clearly in the Price Bid Format.
- 3) After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- 4) Bidder shall quote the total charges (including tax, Service Charges, etc.) as per the Price Bid Format issued with the tender document. L1 will be evaluated based on total cost to BHEL including taxes after deducting input credit available to BHEL on taxes (as per price bid format).
- 5) The Order will be placed on L1 vendor.



7.14 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.

7.14.1 Modes of deposit:

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

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

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

7.14.2 Collection of Security:

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

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.

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.

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.

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

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



- 1) The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability to the affected Bidders or any obligation to inform the affected Bidders about reasons for such action.
- 2) The Bidder shall not sub-contract supply of software/licenses without written consent from BHEL. Further, BHEL shall not be liable for making any payments to the sub-bidders.

7.16 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.

7.17 Non-Disclosure Agreement:

- 1) The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time to time.
- 2) All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) as per **Annexure-VIII** in line with the owner's Information Security Management System (ISMS).

7.18 Risk Purchase:

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

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.

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:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.
And
- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

7.19 Insurance

Vendor may arrange for the Insurance of complete Systems/ Goods wherever applicable



7.20 Arbitration:

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

7.21 Laws Governing the Contract:

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

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

7.22 Merger & Acquisition:

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

7.23 Bankruptcy:

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

- 1) To terminate the engagement forthwith without any notice in writing to the Bidder or to the liquidator or receiver or to any person in whom the Bidder may become vested.
- 2) To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

7.24 Force Majeure:

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

7.25 Patent & Trademark:

Vendor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor, 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, Purchaser will inform the Vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.



7.26 Indemnity:

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

All such claims in this regard 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.

7.27 Special Clause:

BHEL reserves the right to terminate the contract in between the contract period after giving one-month notice.

7.28 Exemption:

MSEs, 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.

7.29 Reverse Auction:

“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/ contractors (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.



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division, Mysuru Road,
Bangalore - 560 026

TENDER
DOCUMENT
(PART – I)

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/ contractors (as available on www.bhel.com).” **Refer Annexure-XI: Business rules for Reverse Auction**



8. Annexures

1. Annexure-I: Compliance Sheet for Pre-Qualification Proposal
2. Annexure-II: Technical Bid Covering Letter
3. Annexure-III: Particulars of Bidder
4. Annexure-IV: No Deviation Certificate
5. Annexure-V: Financial capability
6. Annexure-VI: Details of Experience of Bidder in Various projects
7. Annexure-VII: Certificate from HR demonstrating its Organization Strength
8. Annexure-VIII: Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the BHEL units
9. Annexure-IX: Price Bid Format.
10. Annexure-X: Non-Disclosure Agreement
11. Annexure-XI: Business rules for Reverse Auction



[Annexure-I - Compliance Sheet for Pre-Qualification Proposal](#)

The Bidder is required to fill relevant information in the format given below. The prequalification bid must contain documentary evidences and supporting information to enable BHEL-EDN, to evaluate the eligibility of the Bidder without ambiguity.

S.No	Qualification Criteria	Documents/Information to be provided in the submitted proposal	Compliance (Yes/No)	Reference & Page Number
1.	PQ1			
2.	PQ2			
3.	PQ3			
4.	PQ4			
5.	PQ5			
6.	PQ6			
7.	PQ7			
8.	PQ8			
9.	PQ9			



Annexure-II - Technical Bid- Covering Letter

<<On Bidder / Lead Bidder Letterhead>>

Date: .

To:

DGM(PS)
Productivity Services,
3rd Floor, HR&IT Building,
BHEL, Electronics Division,
Mysore Road, Bangalore- 560026

Subject: “Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study”

Dear Sir,

1. We hereby request to be qualified as a Tenderer for “Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study” against RFQ no. EDN:MS:PS:IE:CRC:OS:01.
2. I / We declare that all the services shall be performed strictly in accordance with the RFQ documents and we agree to all the terms and conditions in the RFQ.

Enclosed: Annexure A - Commercial Terms Compliance statement

Annexure B - Technical Requirement Compliance Statement

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :



Annexure-A - COMMERCIAL TERMS COMPLIANCE STATEMENT

The Bidder is required to fill relevant information in the format given below. The commercial terms against the clause Ref no. must be filled suitably to enable BHEL-EDN, to evaluate the eligibility of the Bidder without ambiguity.

S No	Description	Clause Ref.No	Agreed/ Not Agreed	Remarks (to be filled by vendor)
1.	Rates	6.1		
2.	Taxes & Duties	6.2		
3.	Payment Terms	5.2		
4.	Income Tax Depreciation	6.3		
5.	Sub-Contracting	5.3		
6.	Ethical Standard	7.1		
7.	Non-Disclosure Agreement	7.2		
8.	Cost of bidding	7.3		
9.	Validity of Offer	7.9		
10.	Deviation	7.10		
11.	Security Deposit	7.14		
12.	Purchaser's Right to accept or Reject any or all bids	7.15		
13.	Liabilities from contract	7.16		
14.	Risk Purchase	7.18		
15.	Arbitration	7.20		
16.	Law Governing the contract	7.21		
17.	Merger & Acquisition	7.22		
18.	Bankruptcy	7.23		
19.	Force Majeure	7.24		
20.	Patent & Trademark	7.25		
21.	Indemnity	7.26		
22.	Special Clause	7.27		
23.	Exemption	7.28		
24.	Reverse Auction	7.29		
25.	Liquidated Damages	4.10		



Annexure-B - TECHNICAL REQUIREMENT COMPLIANCE STATEMENT

The Bidder is required to fill relevant information in the format given below. The technical requirements against the clause Ref no. must be filled suitably to enable BHEL-EDN, to evaluate the eligibility of the Bidder without ambiguity

S No	Description	Clause Ref no.	Meeting Requirements (Yes/No)	Specifications offered by vendor/Remarks (to be filled by vendor)
1.	Scope of Work	4.2		
2.	Software Requirements	4.2.1 to 4.2.5 & 4.4.2		
3.	AMC	4.4.1		
4.	Hardware requirement	4.5		
5.	Warranty	4.6		
6.	Performance Requirements	4.7		
7.	Training	4.8		
8.	Offline Support	4.9		



Annexure-III - Particulars of the Bidder

S.No	Information Sought	Details to be furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of registration with appropriate authorities for service tax	
G	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :



[Annexure-IV - CERTIFICATE OF CONFORMITY/ NO DEVIATION](#)

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date: .

To:

DGM(PS)
Productivity Services,
3rd Floor, HR&IT Building,
BHEL, Electronics Division,
Mysore Road, Bangalore- 560026

This is to certify that, the specifications of Software Application which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the RFQ and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :



Annexure-V - Financial Capability

<<To be completed by the Bidder >>
<<On the letterhead of the Chartered Accountant >>
<<To be submitted along with Audited Financial Statements>>

Date: .

To:

DGM(PS)
Productivity Services
3rd Floor, HR&IT Building,
BHEL, Electronics Division
Mysore Road, Bangalore- 560026

We have examined the books of accounts and other relevant records of <<Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the last three years

Information from Balance Sheets (in Indian Rupees)			
Fin Yr:	Fin Yr:-	Fin Yr:	Fin Yr:
Annual Turnover			
Profit before Tax			
Profit After Tax			

(Signature of the Chartered Accountant)

Name :
Designation :
Membership Number :
Date :
Company Seal :
Business Address



Annexure-VI - Details of Experience of Bidder in Various projects

As per the format below, the bidder should provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria.

S.No	Credential for < Prequalification Criteria No. / Technical Criteria No>	
	Name of the Organization - <<Name of the Bidder that have executed / executing the project>>	
	Parameter	Details
General Information		
1	Customer Name	
2	Name of the contact person and contact details for the client of the assignment	
3	Whether client visit can be organized	(YES / NO)
Project Details		
4	Project Title	
5	Start Date and End Date	
6	Date of Go-Live	
7	Total Cost of the project	
8	Current Status (Live / completed / ongoing / terminated / suspended)	
9	Please indicate the current or the latest AMC period with the client (From Month –Year to Month-Year)	
10	Please indicate whether the client is currently using the implemented solution	
Description of Project:		
Detailed Description of actual services provided by Bidder:		
Documentary Proof:		



[Annexure-VII - Certificate from HR demonstrating its Organization Strength](#)

<<On the letterhead of the Bidding Organization>>

Date: .

To:



DGM(PS)
Productivity Services
3rd Floor, HR&IT Building,
BHEL, Electronics Division
Mysore Road, Bangalore- 560026

This is to certify that the number of full time employees having experience in implementing all the major modules/solution, components of the proposed solution in <<Organization Name>> is greater than <<Number>> as on 31.03.2019

For <Organization Name>

HR Signature (with Organization Stamp)

HR Name

	<p>BHARAT HEAVY ELECTRICALS LIMITED, Electronics Division, Mysuru Road, Bangalore - 560 026</p>	<p>TENDER DOCUMENT (PART – I)</p>
	<p>BHARAT HEAVY ELECTRICALS LIMITED, Electronics Division, Mysuru Road, Bangalore - 560 026</p>	<p>TENDER DOCUMENT (PART – II)</p>

[Annexure-VIII - Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the BHEL Units](#)

<<On the letterhead of the Bidding Organization>>

Date: .

To:

DGM(PS)
Productivity Services,
3rd Floor, HR&IT Building,
BHEL, Electronics Division
Mysore Road, Bangalore- 560026

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the BHEL Units in India

Dear Sir/Madam,

We, the undersigned, hereby declare that

- We are not under a declaration of ineligibility / banned / blacklisted by any of the BHEL units for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division, Mysuru Road,
Bangalore - 560 026

TENDER
DOCUMENT
(PART – I)



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division, Mysuru Road,
Bengaluru - 560 026

TENDER .
DOCUMENT
(PART – II)

Annexure-IX - PRICE BID FORMAT (part II)

Tender No: EDN:MS:PS:IE:CRC:OS:01 dated 31-05-2019

Item no.	Item description	Value (in Rs.)	Applicable Tax Rate
		A	B
01	Supply, Installation, Training and Maintenance of Timer-pro or equivalent software application along with one license (to analyse the videos captured during video time study to arrive at the elemental time standards for the operation) with a minimum of one year warranty period.	Rs...../- (Rupeesonly)	
02	To Conduct Video Time and Motion Study at Manufacturing Facilities of BHEL-EDN & ESD as per Clause-4 of NIT	Rs...../- (Rupees.....only) per minute of developed time standards	
03	Providing AMC / Subscriptions / Support for the above mentioned software in item 01	Rs...../- (Rupees.....only) per year	

Note:

- The rate should be quoted in Indian Rupees. The quoted rate should be exclusive of GST. Applicable GST will be paid separately.
- Evaluation of L1 will on Total cost to BHEL (***after deducting input credit available to BHEL on taxes) and will be decided as follows.
 - Prices at **(item 01 + item 02 x 1500 x 2 + item 03 x 1) + applicable Taxes*****.
 - For item no. 2 the rate will be multiplied by 1500*2=3000 as it is planned to offer developmental work for a minimum 3000 minutes of time standards over a period of **2 years**.
- The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as “extra as applicable”.

Date:

Bidder’s Signature & Seal



Annexure-X -Third Party NON-DISCLOSURE AGREEMENT

I,, on behalf of(name of the Vendor),(Address), (hereinafter vendor) acknowledge that the information received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on contract for “ Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study” is confidential and that the nature of the business of BHEL is such that the following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
 - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
 - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
 - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
 - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
 - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.
2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause



3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withhold any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.
4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
6. The Vendor further agrees to the BHEL that
 - iv. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
 - v. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
 - vi. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information



10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.
11. It further agreed that Vendor on conclusion of contract, shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, or in any way obtained by Vendor during the course of contract. Vendor further agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
12. This obligation of confidence shall continue after the conclusion of the contract also.
13. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed byon behalf of aforesaid vendor with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Datedof2019

.....

Signature

Seal



[Annexure-XI - Business Rules for Online Reverse Auction](#)

Business Rules, Terms & Conditions of Online Reverse Auction for the “**Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study** for BHEL -Electronics Divison” vide tender enquiry ref. no. **EDN:MS:PS:IE:CRC:OS:01** dated **31-05-2019**

BUYER’S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	To be intimated later
DATE & TIME OF AUCTION	Auction Date: To be intimated later Online Sealed Bid Time : To be intimated later Online Reverse Auction Time : To be intimated later Auction website : To be intimated later

This has reference to tender no **EDN:MS:PS:IE:CRC:OS:01** dated **31-05-2019**. BHEL shall finalise the Rates for the “**Supply, Installation, Training and Maintenance of Timer-pro or equivalent software Application & Development of Time standards through Video Time Study**” through Reverse Auction mode. BHEL has made arrangement with **M/s. _____**, who shall be BHEL’s authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **EDN:MS:PS:IE:CRC:OS:01** dated **31-05-2019**, (b) Bidders’ technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.



1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The ‘opening price’ i.e. start price for RA and ‘bid decrement’ will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction:

The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.

- Online Sealed Bid:-

- *Start Time:* To be intimated later

- *Close Time:* To be intimated later

- **Online Reverse Auction:-** • *Start Time:* To be intimated later

• *Close Time:* To be intimated later

3. Auction extension time:

If a bidder places a bid in the last ----- minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction’s duration shall get extended automatically for another ----- minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note

that the auto-extension will take place only if a bid comes in those last ----- minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last ----- minutes. In case, there is no bid in the last ----- minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to **M/s.** _____ with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. Bid price:

The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).



5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. _____ . Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. _____ to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s. _____), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. _____ , furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to



participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. _____ is responsible for such eventualities.

- 12. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that then auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids.
 - However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).
- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. _____ .
- 14.** M/s. _____ , shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. _____ , shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
- 15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. _____ besides BHEL within two working days of Auction without fail.
- 16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 17.** Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. --- dt. ----- . Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound



to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

- 18.** Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- Leading (Running Lowest) Bid in the Auction (only total price of package).
 - Bid Placed by the bidder.
 - Start Price.
 - Decrement value.
 - Rank of their own bid during bidding as well as at the close of auction.
- 19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23.** If there is any clash between this business document and the FAQ available, if any, in the website of M/s. _____, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- 24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL