

Bharat Heavy Electricals Limited

भारत हेवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation

कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P.-201301

Request for Proposal

FOR

**Annual Maintenance Contract
of**

Video Conferencing Solution



BHARAT HEAVY ELECTRICALS LIMITED

भारत हेवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
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Ref. No. : AA:CDT:VC-AMC/19-20
Date: 09.09.2019

Dear Sir / Madam,

Subject: Annual Maintenance Contract of Video Conferencing (VC) Equipment for a contract period of 2 years at BHEL Office Asiad.

Sealed quotations are invited for providing "Annual Maintenance Contract of Video Conferencing (VC) Equipment for a contract period of 2 years at Asiad" as per the terms and conditions of RFP enclosed.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com and cpp. Hence all bidders are expected to keep visiting www.bhel.com and cpp for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **03.10.2019 at 1600 hrs.**

Bids shall be addressed to:

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

Thanking you,
Yours faithfully,
For and on behalf of BHEL

Dy.Manager (CDT)

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1. Key Activities and Dates of Tender:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	07.09.2019
2	Last date of receiving queries from bidders	14.09.2019
3	Last date and time for submission of proposals	03.10.2019: 1600hrs
4	Technical Proposal opening	03.10.2019: 1630hrs
5	Commercial Proposal opening	Will be intimated later

2. Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 17 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

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

3. Objective:

The tender is invited for entering into an AMC contract for 2 years of the VC Equipment mentioned in Annexure-I at BHEL Asiad office. the vendor may visit the BHEL house asiad location where Video Conferencing Solution has been installed to assure himself about the specifications of the equipments AMC of which is proposed under this tender.

4. Pre- Qualification Requirements (PQR):

The Eligibility criteria for bidding in this tender is given below in table vendor is requested to provide the evidence as asked.

S. No.	Eligibility Criteria	Documents to be provided	Bidder's Compliance (Yes / No)
1	The bidder shall be the OEMs of the VC system/endpoints/ or authorized partner system integrator of OEM. In case of bidder being an authorized partner/ system integrator of the OEM the bidder shall submit an authorization letter from OEM authorizing it to bid specifically for this tender as per format as Annexure-VIII.	Documentary proof	
2	The Bidder should have an average annual turnover of at least INR Rs.14.75 lakhs for the last 3 financial years.	Audited Balance Sheet, P/L accounts for 3 FY 2016-2017, 2017-2018, 2018-2019	
3	The bidder must have a valid ISO 9001:2008 (or latest) or ISO 27001:2013 (or latest) certificate.	Copy of certificate	
4	Experience of similar works (AMC of VC, Running of VC setup) during last 7 years ending 31.07.2019. Note: Similar work means Supply, Maintenance, Running, upkeep of VC facilities	PO/ Letter of Agreement/ LOI of similar works (VC AMC) for the followings: Three similar work costing more than INR 19.66 lakhs each OR Two similar work costing more than INR 24.58 lakhs each OR One similar work costing more than INR 39.33 lakhs	
5	The bidder should have an office in NCR	Office Address details (copy of electricity bill/telephone bill/registration certificate of any tax authority, rental/lease agreement)	

6	The bidder should have PAN No., GST Registration No ,ITR for 2016-17,2017-18,2018-19	Documentary proof	
7	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	The bidder should provide an undertaking on its letter head to this effect signed by its authorised signatory.	

NOTE:

- 1) In case a bidder does not meet all the conditions mentioned in Eligibility Criteria, bidder will be disqualified.
- 2) Vendors should provide documentary evidence for back to back support with the OEM (This can be a certificate from OEM).
- 3) All data shall be verifiable by BHEL.
- 4) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall be considered acceptable.
- 5) BHEL reserves the right to visit bidder's facilities like registered office, Service Centers, etc. or talk to customers/clients to ascertain the capability of the bidder or the veracity of the testimonies at any time during evaluation of the bid.

5. Scope of Work:

BHEL is having existing Polycom Video Conferencing solution. The scope of work involves the AMC of the systems and peripherals used for video conferencing as per **Annexure-I**. The scope of work covers the following points:

- 1) The bidder will provide Comprehensive AMC of all the VC equipment (as per Annexure I) installed at BHEL Corporate Office, Siri Fort (New Delhi) for a contract period of 2 (Two) years form the date of Acceptance of LOA.
- 2) The selected vendor would have to support for both Hardware and associated software related problem during the entire period of AMC support/contract
- 3) All the parts i.e. Hardware, accessories and associated software should be covered under comprehensive AMC, which should include all consumable parts, if any. This maintenance Contract includes proactive and preventive Maintenance of Equipment, Software upgrades and Patches, Configuration changes and feature compatibility maintenance with respect to the hardware. Even if there is no complaint/call is lodged, the service provider will arrange a periodical visit (quarterly) of their engineer to the BHEL Corporate for proactive/preventive maintenance of equipment and inspect the working conditions of the equipment

- 4) Wherever the vendors are unable to repair the said equipment and other related parts, then standby unit / part should be provided or else penalty will be imposed as per the contract penalty and SLA terms. Vendor shall send the faulty equipment to the repair centre of Vendor. The transportation, including packing, forwarding and insurance of equipment from site to repair centre and vice versa, shall be sole responsibility of Vendor
- 5) Bidders are advised to visit the site & acquaint themselves with the installed Polycom Video Conferencing system and quote accordingly
- 6) Comprehensive maintenance also includes repair of defective system with provision of spares as required. No extra payment will be made for supply/repair/replacement of spares. Defective parts released after replacement shall be taken by the service provider.
- 7) In case any equipment comes to RNP (Repair Not Possible) state, the equipment shall be replaced with an equivalent or upgraded version, free of cost.
- 8) At the end of the AMC/FMS contract period, the vendor will hand over all the equipment in proper & operational condition without any pending jobs.
- 9) Maintenance of complete Video Conferencing system as per the List of Items (Annexure I) so that performance of the system is satisfactory.
- 10) **Registration of the complaint:** Bidders shall have arrangement to receive complaints during normal service hours. Outside normal service hours and during emergencies special telephonic support shall be made available. The Contractor shall advise the details for registering complaints viz. service person's name, mobile/phone number, email id etc. for prompt registration of the complaint. Within 2 weeks of issue of LOA, the Escalation Matrix shall be submitted to the concerned officials in BHEL. Escalation Matrix shall contain Names, Designation, Address, Contacts (Mobile/Landline) and email id's of the first level and higher level service personnel
- 11) In emergency cases, the contractor may be asked to provide services beyond normal working hours and on holidays at no extra cost.
- 12) Vendor has to maintain 99.5% uptime for all the VC Equipment as per Annexure I or else deductions will be made as per SLA.

5.1 Penalty for SLA Non-Conformance

5.1.1 Service Level Agreement (SLA):

- i) As the VC facility will be used extensively by Top management, vendor shall provide support on 24X7X365 basis for the VC equipment under AMC.
- ii) On -site support for all hardware under AMC

VC Availability & Performance:

The VC availability and performance parameters will be as under:

S.No.	Service Level Parameter	Minimum BHEL Requirement per Quarter
1	Uptime for All Equipment under AMC	99.5%
2	Same Business Day support for all equipment under AMC	100%

Computation of Availability:

Availability of service shall be assessed by the following formula:

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

$$\text{Maximum Available Time} = \text{No. of days in month} * 24 * 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage})$$

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

1. Penalties:

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

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

Where,

F = Multiplication Factor as per table given below.

H = Minute wise AMC Charges

(i.e. Quarterly AMC Charges/ Total number of minutes in the Quarter)

D = Downtime in minutes

S.No.	Uptime %	Multiplication Factor (F)
1	≥ 99.50	0.00
2	$< 99.5\% \ \& \ \geq 99.00$	1.00
3	$< 99.0 \ \& \ \geq 98.00$	1.50
4	$< 98.00 \ \& \ \geq 97.00$	2.00
5	$< 97.00 \ \& \ \geq 96.00$	3.00
6	$< 96.00 \ \& \ \geq 95.00$	4.00
7	< 95.00	5.00

5.2 Penalty for Late Start of services:

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

5.3 Bonus Clauses, PVC, ORC:

Not applicable

5.4 Start of work:

The work will start from the date of issue of PO by BHEL and acceptance by Vendor.

5.5 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 service tax 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.

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

5.7 GST Clause:

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

GST Shall be payable extra as per following:

5.6.2 . Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules

made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

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

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

a. Supply of goods and/or services have been received by BHEL.

b. Original Tax Invoice has been submitted to BHEL.

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

5.6.5 TDS under GST law as applicable shall be deducted.

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

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

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

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

5.8 Variation in Taxes & Duties:

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

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

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

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

5.10 Payment Terms:

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

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

5.10.1 SLA reports for the quarter (certified by BHEL)

5.10.2 Tax payment proof

5.11 Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent from BHEL.

5.12 SUPPLY CONDITION

Not applicable

5.13 LOCATION & CONSIGNEE ADDRESS

For a detailed understanding of the layout, route map, existing hardware, software and networking environment at BHEL, the bidders are advised to visit and acquaint themselves of the existing VC setup. Bidder shall visit the site for complete appraisal and assessment of existing facilities and site requirement, prior to submission of their offers.

Appointments for site visits may be taken from the following:

Name: Shantanu Singh

Designation: Sr. Engineer (CDT)

Contact details: 011-66337558

Email: shantanu.singh@bhel.in

6. General Terms and Conditions:

6.1 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.

6.2 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.

6.3 Procedure for Submission & Opening of Bids:

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

Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD of Rs.98,336/- (Rupees Ninety Eight thousand Three Hundred Thirty Six only) in the form of Banker's cheque/ Pay order/ Demand draft in favor of "BHEL" payable at New Delhi or Noida. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash deposit as permissible under the extant Income Tax Act (before tender opening) Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

a. Forfeiture of EMD

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

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- b. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
 - c. EMD shall not carry any interest.
 - d. EMD of successful tenderer will be retained as part of Security Deposit.

2) Bounded volume of:

- ii) Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFP. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
- iii) Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-II** with word "QUOTED" written against all items in price column.
- iv) No Deviation Certificate as per format enclosed as **Annexure-III**.
- v) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.
- vi) Declaration of GST benefits as per **Annexure-IV**

Part-II : Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-II** 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).

6.4 Exemption

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are

entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

6.5 Marking On Envelope:

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

Part-I : 1. Tender Enquiry No. and Its Description

2. Due Date of Opening

3. "EMD and Techno-Commercial Bid".

Part-II : 1. Tender Enquiry No. and Its Description

2. Due Date of Opening

3. "Price Bid" as per enclosed Format.

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

6.6 Bid Submission:

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

Dy.Manager (CDT)
Bharat Heavy Electricals Limited,
CDT-Hall, 2nd Floor, HRD & ESI Complex,
Plot no. 25, Sector-16a, Noida (UP) – 201301
Phone: 0120-2416490
Email : kamal.sharma@bhel.in

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

- 6.6.3 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 1600 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

6.7 Bid Opening

- 6.7.1 PART-I (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.
- 6.7.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 6.7.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 6.7.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 6.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 6.7.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

- 6.7.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 6.7.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 6.7.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 6.7.10 Purchaser reserves the right to negotiate the tender, if required.

6.8 Late Bids:

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

6.9 Validity of Offer:

Offer shall be kept valid for four months from the due date of Tender, for Purchaser acceptance

6.10 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-II.

6.11 Language of Bid:

- 6.11.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

6.12 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the kamal.sharma@bhel.in/shantanu.singh@bhel.in 14.09.2019. BHEL will not entertain or respond to bidders' queries and clarifications received after 14.09.2019.

6.13 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (www.bhel.com) and cpp in Tender Notification section.

6.14 Rejection of Bid and Other Conditions:

- 6.14.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 6.14.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 6.14.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- 6.14.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 - a) to reject any or all the bids.
 - b) to increase or decrease the quantities.
- 6.14.5 Late Bids: Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.
- 6.14.6 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.
- 6.14.7 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- 6.14.8 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 6.14.9 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

6.15 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.

6.16 Tender Evaluation:

- 6.16.1 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.
- 6.16.2 All applicable taxes are to be specified clearly in the Price Bid Format.
- 6.16.3 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- 6.16.4 The Order will be placed on L1 vendor, when selected, for AMC of VC equipment mentioned in Annexure-I for a period of **TWO years**.

6.17 Security Deposit:

- 6.17.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 6.17.2 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.
- 6.17.3 At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the

gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- 6.17.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 6.17.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- 6.17.6 Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- a. Cash (as permissible under the extant Income Tax Act)
 - b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

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

- 6.17.8 The Security Deposit shall not carry any interest.

6.18 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.

- 6.18.1 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.

- 6.18.2 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.

6.19 Statutory Obligations:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.

6.20 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.

6.21 Non-Disclosure Agreement:

- 6.21.1 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.

6.21.2 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-V** in line with the owner's Information Security Management System (ISMS).

6.22 Risk Purchase:

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

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

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.

6.23 Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. 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.

6.24 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 Delhi/ New Delhi 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.

6.25 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.

6.26 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:

- 6.26.1 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.

6.26.2 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.

6.27 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.

6.28 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.

6.29 Limitation of Liability:

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

6.30 Termination of Contract & its Consequences:

6.30.1 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.

6.30.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

6.30.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

6.30.4 BHEL will give one month notice to the vendor before canceling/terminating the contract.

6.31 Special Clauses:

6.31.1 The Bidder must give his compliance point by point.

6.31.2 BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.

6.31.3 BHEL reserves the right to terminate the contract in between the contract period by giving one month notice.

6.31.4 BHEL reserves the right to extend the contract for further period after successful completion of the contract period. This extension will be done on mutually agreed terms between the vendor and BHEL.

6.31.5 Successful bidder shall enter into framework agreement with BHEL and provide the acceptance within 7 days of placement of PO.

6.31.6 Prices shall remain firm without any variation during agreement period.

6.31.7 No interest whatsoever shall be payable by BHEL on any amount due to the vendor.

6.32 List of Annexures-

- a. Annexure-I : **List of VC Equipment proposed for AMC under this RFP**
- b. Annexure-II : **Price Bid Format**
- c. Annexure-III : **No Deviation Certificate**
- d. Annexure-IV(RA) : **Business Rules, Terms & Conditions of Online Reverse Auction**
- e. Annexure-IV: **Declaration of GST Benefit**
- f. Annexure-V : **NDA**

Annexure-I**List of VC Equipment proposed for AMC under this RFP**

S.no	Product Description	Product Serial No	Version	Model	Part No.
1	RPRM node1	CLWYDZ1	8.1.1.0	Real Presence Resource Manager	2201-79620-000
2	RPRM node2	CM70FZ1	8.1.1.0	Real Presence Resource Manager	2201-79620-000
3	DMA node1	CM31FZ1	6.0.5_HF2_Build_6	DMA 7000	2201-76620-000
4	DMA node2	CMC1FZ1	6.0.5_HF2_Build_6	DMA 7000	2201-76620-000
5	RPAD node1	7ZB8J02	4.2.5_build_236400	Real Presence Access Director	2201-78620-000
6	RPAD node2	7ZJ6J02	4.2.5_build_236400	Real Presence Access Director	2201-78620-000
7	RPAD node 3	8H27Q22	4.2.5_build_236400	Real Presence Access Director	2201-78620-000

Price Bid Format

AMC of VC Equipment				
		(A)	B=A*4	C=B*2
Items under AMC	Qty.	Per Quarter Charges for AMC (excluding taxes)	Per Annum Charges for AMC (excluding taxes)	Charges for AMC (excluding taxes) for 2 years of contract period
As per Annexure-I	As per Annexure-I			
Total Charges for 2 years (for evaluation purpose) (=C)				

Total offered price in words (A): Rs.....

S.No.	Applicable taxes	%age

Note :

1. The rate should be quoted in Indian Rupees.
2. Evaluation of L1 will be decided on the basis of total charges for 2 years (Excluding Taxes) (C).
3. 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".

Seal & Signature of the Company

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. AA:CDT:VC-AMC/19-20 dated 07th Sept 2019. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:**Name:** _____**Designation:** _____**Organization:** _____**Date & Place:** _____**Phone/Fax/Mobile:** _____**Email:** _____**Stamp & Seal:** _____

Declaration of GST Benefits

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

(Signature & seal of the bidder)
Place:

Date:

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and _____, a _____ corporation, hereinafter called "The Bidder", whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for support for VC AMC at Sirifort, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

Signature: _____

Name: _____

Designation: _____

Date: _____

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Name : _____

Designation: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

Business Rules, Terms & Conditions of Online Reverse Auction

Business Rules, Terms & Conditions of Online Reverse Auction for the
 “..... for BHEL” vide tender enquiry ref. no.
 dated

BUYER'S NAME	Bharat Heavy Electricals Limited Corporate Digital Transformation
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
DOCUMENTS ATTACHED	Business rules for reverse auction Terms & conditions of reverse auction Process Compliance Statement (Annexure IV) Final Price Confirmation (Annexure V) Contact Information

Business Rules for finalization of the procurement

BHEL shall finalize the procurement of the items against this Tender through reverse auction mode. BHEL has made arrangement with **M/s. _____** who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In 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 on line so that the service provider will upload that price on line 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 up loaded 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 at the premises of vendors 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.
2. **M/s. _____**, shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Material For Bid:** for BHEL against tender enquiry ref. no. dated..... with all amendments, discussions and minutes of meetings, if any.
4. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
5. **Bidding Currency and Unit of Measurement:** Bidding and evaluation will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for the Items, as per finalized specifications during techno commercial evaluation, mentioned in **Annexure- II**.
6. **Bid Price:** The Bidder has to quote the F.O.R. destination Price which is inclusive of all prevailing levies and taxes i.e. Excise Duty, Custom Duty, Packing & Forwarding, freight and insurance etc and excluding of VAT / Lease Tax, Service Tax and octroi, if any. The successful bidder is to submit the break up of price after completion of reverse auction.
7. The technical & commercial terms are as per BHEL Tender Enquiry No. dated....., subsequent corrigendum along with vendors' technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
8. **Validity of Bids:** The Bid price shall be firm for a period of **120 days** and shall not be subjected to any change whatsoever.

9. At the end of the reverse auction, bidder has to provide a final price confirmation & a detailed break-up & confirmation (as per BHEL's price excel sheet (Annexure-III) & the Annexure VIII formats) for his lowest offer within 24 hours of the reverse auction to **M/s.** _____.
10. **Procedure of Reverse Auctioning:**
- i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same or lesser as that quoted in their final sealed price bid submitted against Tender Enquiry No. dated If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
 - iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
 - iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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.
 - v. The bid decrement amount shall be specified by BHEL before start of bidding.
 - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However, for ordering only the final bid placed by you shall be considered.
 - vii. After the completion of English, No Ties Reverse Auction, the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
11. Successful vendor shall be required to submit the final prices, quoted during the English No Ties Reverse Auction, as per BHEL's price excel sheet (Annexure-III) & the Annexure VIII formats, within 24 hours of the reverse auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.
12. During the Online English No Ties Reverse Auction, if no bid is received in the auction system / website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process /

proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).

13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.

14. You shall be assigned a **Unique User Name & Password** by BHEL or by **M/s. _____**. You are advised to **change the Password** and edit the information in the Registration Page after the receipt of initial Password from **BHEL / M/s. _____** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
15. You will be able to view the following on your screen along with the necessary fields in the English No Ties Reverse Auction:
- Leading Bid in the Auction (only total price)
 - Bid Placed by you
 - Your Own Rank
 - Opening Price & Bid Decrement value.
16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form—Annexure VII) to the terms / conditions / modality given above before participating in the reverse auction.

Terms & Conditions of Reverse Auction

- LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s. _____**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **M/s. _____**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or **M/s. _____** shall take action as appropriate.
- LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
- AUCTION TYPE:**
 - Online Initial Sealed Bid
 - Online English No Ties Reverse Auction
- DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 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 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors 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. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)

6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His Own Rank
 - Start Price & Bid Decrement Value
8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders 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 supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auction website (<https://bhel.eproc.com>) using the Login IDs and passwords given to them.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with **M/s.** _____ can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **M/s.** _____, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **M/s.** _____ shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- **M/s.** _____ is not responsible for any damages, including damages that result from, but are not limited to negligence.
- **M/s.** _____ will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- VII**) duly signed to **M/s.** _____, before the due date (xx.xx.xxxx). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up & confirmation (as per BHEL's price excel sheet (Annexure-II) format) within 24 hours of the reverse auction to **M/s.** _____ for further proceedings.

Item Description:

As per tender enquiry ref. no. _____ dated..... (along with amendments / corrigendum and clarifications).

Details as per "PRICE BID FORMAT of the tender enquiry (along with clarifications).

The Reverse Auction will be held for the following value:

Format for Reverse Auction for '..... for BHEL' RFP Ref. No. dated.....	
Item Description	Total Cost of the Solution for Evaluation (As per Annexure I)
As per price bid (Annexure – I)	

Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

M/s _____

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for the '..... for BHEL' against tender enquiry ref. no. dated..... and subsequent corrigendum.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our online quoted price, within 24 hours of the reverse auction, as per BHEL's price excel sheet (Annexure-II) format.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the 'Bidding Time is Over' of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

M/s _____

Sub: Final price quoted during reverse auction and price break-up & confirmation

Ref:

1. BHEL Tender No., dated

2. Reverse Auction dtd. xx.xx.xxxx

3. Our Offer No. _____ dtd. _____

Dear Sir,

We confirm that we have quoted for the
“..... **for BHEL**” and
Rs. _____ (Rupees) _____
_____ is our Final Total
Charges **(including taxes as applicable)** during the reverse auction conducted on xx.xx.xxxx.

The breakup of prices as per Price Bid Format (Annexure-I) is also enclosed.

It is also confirmed that final rate in respect of each item is either equal or lower as compared to rate offered in the sealed bid.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

CONTACT INFORMATION

M/s. _____	Bharat Heavy Electricals Limited, CDT, Noida
	Kamal Sharma Dy. Manager (CDT) CDT Hall, 2nd Floor, BHEL, HRD & ESI Complex, Plot No. 25, Sector-16A, Noida (UP) - 201301 PH : 0120 2416490 E-MAIL : kamal.sharma@bhel.in