



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Reference: BHEL/EDN/SAPSUP/2016-17

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/SAPSUP/2016-17 dated 19/11/2016
2. Name of the work : SAP Support
3. Duration of Contract : ONE Year
4. Earnest money deposit : Rs 18,500 (Rupees Eighteen Thousand five hundred only)
5. Last date and time for the receipt of completed tender : before 13.00 Hours on 9th December 2016
6. Date and time for tender opening : At 13:30 Hours on 9th December 2016
7. Place of submission of completed tender : To be dropped in the tender box
Kept at reception area with caption "IT&S" at BHEL,
Electronics Division, Mysore Road, Bangalore – 560026

This tender document contains the following:

1. Scope of work and Instructions & Guidelines to tenderers - Annexure I
2. Pre-Qualification Criteria – Annexure II
3. General Terms & Conditions – Annexure III
4. Commercial Terms Compliance format – Annexure IV
5. Price Bid format - Annexure V
6. Certificate of MSME – Annexure VI
7. Checklist for enclosures – Annexure VII
8. Terms and Conditions of Reverse Auction – Annexure VIII
9. Security Deposit Terms – Annexure IX
10. Confidentiality and Non-Disclosure Agreement Format – Annexure X
11. EFT – Annexure XI

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Total no. of pages : 25 Pages.

Prepared by

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19.11.2016

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ANNEXURE – I

1. Introduction: SAP is being used in EDN to carry out most of the business operations. Changes in the business scenario calls for changes in the SAP configuration. These changes are critical and needs through knowledge of the processes. Overall, SAP support is the foundation for driving functionality enhancements and SAP knowledge to the user community. It is a step to optimize SAP and surrounding business processes, boost user satisfaction, and improve overall business results. BHEL EDN will engage the services of a service provider who will provide all necessary training and assistance whenever required.

1.1 SCOPE OF WORK:

1.1.1 Functional Consultancy & SAP Configuration Changes: SAP Support shall be for both technical and functional modules.

1.2.1 ABAP Program Development: ABAP programs need to be developed in consultation with the user & Core group member requirement. The preparation of specification is done by the core team.

1.2.2 BASIS: Support in case of emergencies like SAP system crash

All SAP configuration changes & ABAP programs shall be first done in the development server, tested and transferred to Quality server. After checks are completed in the Quality server, the same shall be transferred to Production server. Support is also envisaged in case of any problem after using the program in the Production server.

All changes made are to be documented and a signed copy is to be submitted to BHEL,

Services based rates may be utilized in SAP configuration,

80 person -days effort of **functional consultancy**, 120 person-days effort for **ABAP development** or for training, and 20 person- days effort of **BASIS** are initially envisaged for these activities and also will be used for bid evaluation.

The number of days of consultancy of any type (functional consultancy, ABAP or BASIS) utilized may vary from the number of days indicated in the bid evaluation criteria i.e. 80 person-days effort of functional consultancy and 120 person-days effort of ABAP and 20 person days of Basis. However, the total expenditure for the contract period of one year will be limited to the sum arrived at as per the bid evaluation criteria.

However, payment for these activities will be made based on the actual time utilized. Whenever a requirement comes up, an estimate will be obtained from the consultant. The individual requirement estimate has to be approved by the concerned functional head and IT head before taking up.

Insurance including transit insurance of the hardware, software or other equipment during the duration of the contract and lease period shall be in the scope of the vendor. The support shall be onsite. Any travel, boarding and lodging incurred for the Resident Engineer/representative for installation, commissioning, migration, upgrade will be borne by the vendor.



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2. INSTRUCTIONS & GUIDELINES TO BIDDERS:

2.1 DEFINITIONS:

- a) **PURCHASER:** Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- b) **TENDERER/BIDDER:** Tenderer/Bidder shall mean the Firm/ Company/ Organisation which quotes against the Tender Enquiry issued by Purchaser. Bidder should be single entity and not a consortium.
- c) **VENDOR/CONTRACTOR:** Vendor/ Contractor shall mean the Firm/ Company/ Organisation with whom the Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as Supplier
- d) **SYSTEM/EQUIPMENT** shall means all the services and software needed for the complete functionality and successful implementation of the entire scope of work.

2.2 BIDDER TO INFORM HIMSELF FULLY:

- a) The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- b) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

2.3 EXPECTATIONS FROM BIDDER

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution. In case any extra item is required for complete functioning of the system, the same must be quoted.



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ANNEXURE – II

1. PRE- QUALIFICATION CRITERIA

- 1.1 The Bidder should have handled the modules like SAP Basis, ABAP, PP, SD, PS, FI, CO, MM, QM, PM in SAP R3 (4.7 and above).
- 1.2 There can be only 1(one) bid from each Bidder.
- 1.3 The Bidder should have a Registered and Incorporated office in India. Corporate Identification Number (CIN) shall be provided by the bidder.
- 1.4 Bidder should have a clean track record, i.e. the bidder should not be under hold or blacklist by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
- 1.5 The Bidder's Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the reference value.

Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer.

- 1.6 The bidder should have experience in successfully executing similar works, during last 7 years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:

- a) Three similar completed works costing not less than the amount equal to 40% of the reference value.

OR

- b) Two similar completed works costing not less than the amount equal to 50% of the reference value.

OR

- c) One similar completed work costing not less than the amount equal to 80% of the reference value.

“Similar works” refers SAP support, ABAP & Basis support to similar industries in India.

Bidder shall provide customer references with brief description of programs executed year wise including details such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person, Month & year of commissioning of solution provided, Service Support provided etc, for verification

Note: For the purpose of evaluating, PQC reference value to be considered is Rs 9,20,850/- . + Applicable taxes. Bidders can submit PO copies which have been executed.

- 1.7 The proof of successful implementation of such services should be attached with the technical bid.
- 1.8 The reference PO should be on the name of the bidder. The order copies of referred projects and successful completion/ performance certificate from the customer along with the offer is to be submitted



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ANNEXURE – III

1. GENERAL TERMS AND CONDITIONS

1.1 SUBMISSION OF BIDS

The Bidders shall submit the offer in **TWO INNER ENVELOPES** (with bidder's distinctive SEAL) as indicated below which shall be sealed in one outer envelope.

Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid (all documents indicated at clause 1.4). This should also contain EMD in the form of DD/ Pay order for an amount of INR 18,500 (INR Eighteen Thousand five hundred Only) and non-refundable Tender Fee if any. The envelope should be clearly marked "**Part I - Technical and Commercial Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "**Part II - Price Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I& Part II of Enquiry Number, Due Date of opening and the Address and Reference of the Bidder.

The above offer should reach this office on or before the due date at the given address. Tenders should be addressed to the **Sr.Engineer (IT&S), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026**. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

Tender should not be addressed to any Individual's name but only by designation

Tenders should be free from CORRECTION AND ERASURES, corrections if any must be attested. All amount shall be indicated both in words as well as in figures.

1.2 EARNEST MONEY DEPOSIT (EMD)

EMD of INR 18,500 (INR Eighteen Thousand five hundred Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favor of '**Bharat Heavy Electricals Limited**' and be payable in **Bangalore**. EMD may be forfeited under following conditions:

- After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- The Bidder not abiding by Annexure IV, Clause 1.6 w.r.t to failure to accept the issued PO within a maximum of 15 Calendar days along with the submission of Security Deposit.

EMD of the successful Bidder may be converted and adjusted against the Security Deposit (If applicable) and balance security deposit shall be deposited by successful bidder within the stipulated time.

EMD given by all unsuccessful Bidders shall be refunded after finalization /acceptance of award of work by the successful Bidder on production of Original Cash receipt along with claim



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In the absence of submission of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed at Annexure- VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such document will lead to consideration of their bid as par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer."

The Earnest Money will be refunded to the bidders after finalization of the award of work.

EMD shall not carry any interest. In case of any delay in refund due to any reason, BHEL shall not pay any interest on delayed refund.

1.3 OPENING OF TENDERS

- a) The Part I – Technical & Commercial bid would be opened on the Tender opening date.
- b) The Part II – Price bid of Technically & Commercially suitable Bidders alone would be opened. The Technically & Commercially suitable Bidders would be informed about the price bid opening date.
- c) Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II –Price bid.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial evaluation.

1.4 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

Following documents shall be submitted in the bid. The Bidder shall bear all costs associated with the preparation and submission of their bid and BHEL will in no case be responsible or liable for those costs.

The bid, all correspondence and documents related to the bid shall be in English.

a) Documents to be submitted for Technical and Commercial bid

- (i) Check List of Enclosures format (Annexure - VII) along with all enclosures indicated **there in**.
- (ii) Price format copy with prices masked or without prices (Pl note that % figures shall be indicated. Only the values shall be masked). All applicable taxes on various items / heads should clearly be mentioned.
- (iii) Technical offer including Brochures/literature for the equipment offered.
- (iv) List of Clients/customers to whom the services has been provided/being provided.

b) Document to be submitted for the Price Bid

Price in the Price bid Format.



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1.5 LATE BIDS

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder

1.6 EVALUATION OF BIDS

BHEL will evaluate the bids as follows;

Stage-I: Evaluation of Technical and Commercial Bid

Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **Eligibility Criteria (Annexure II) for Bidders** will be considered for further evaluation.

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

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

Commercial conditions sought in the tender also will be evaluated by the BHEL's committee.

BHEL reserves the right to accept or reject any deviation.

Bids meeting BHEL's technical and commercial requirements only will be considered for Stage-II price evaluation.

Stage –II: Evaluation of the Price Bid

- a) 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:
- i) 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.
 - ii) 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
 - iii) 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 (i) and (ii) above.
 - iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if



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the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

- b) Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- c) The evaluation will be on the basis of total Charges for all the items including all applicable Taxes and Duties but after deducting all input credits available to BHEL so as to assign tender priority based on cost to BHEL.
- d) The bid having the least “cost for BHEL” will be considered for order placement.
- e) All applicable taxes (VAT/Sales Tax, Service TAX) are to be specified clearly in the Price Bid Format.
- f) Prices of optional items, if any, shall not be considered for Price evaluation and ordering.
- g) BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re. 1/- (Rupee One only) per equipment. If BHEL does not retain the equipment, the vendor shall dismantle all the equipment and move it away from BHEL’s premises at vendor’s cost.
- h) BHEL reserves the right to negotiate with L1 vendor.
- i) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA and in such circumstances, the EMD submitted by such vendor shall be forfeited. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company.
- j) In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit ‘Online sealed bid’ in the RA. Non submission of ‘Online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.
- k) Terms and conditions of RA are contained in Annexure - VIII.

1.7 BHEL’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. Offers with following conditions, but not limited to, are liable for rejection.

- a) Demanding advance payment
- b) Demanding exemption of EMD
- c) With offer validity less than what is asked by BHEL
- d) Non-Acceptance for participating in Reverse Auction



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ANNEXURE – IV

1. COMMERCIAL TERMS & CONDITIONS

1.1 RATES

- a) Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, the Lease Tax/ RTU Tax will be payable as per actuals.
- b) Rates are to be quoted as per Price Bid Format providing details of rates of taxes and duties prevailing as on the last date of bid submission. Bidders, in their own interest, are requested to check up the different tax tariff like “Right to use” etc. at stipulated locations. After opening of Price Bid, no request for any change in rates/tariff with respect to the taxes/rates/tariffs of taxes prevailing as on the last date of bid submission will be entertained and such taxes will be to the account of the Contractor

1.2 BANK CHARGES

Unless otherwise specified, the Bank charges, if any, shall be to the account of Bidder.

1.3 PAYMENT TERMS

- a) Payment for each job order will be made based on the actual number of days utilized on-site or estimated time whichever is lower. Payment will be made for the work completed for which invoices are submitted.
- b) Payments will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL’s standard format, in case the same is not already given.

1.4 PERIOD OF CONTRACT

The period of contract is for one year.

1.5 VALIDITY OF OFFER

The offer should be valid for 3 months from the date of opening of Technical and Commercial bid.

1.6 NOTIFICATION OF AWARD

BHEL will notify the successful Bidder in writing by way of Letter of Intent transmitted through e-mail/ Letter/ Fax.

1.7 ORDER ACKNOWLEDGMENT

Letter of acceptance of the Order / Contract is to be submitted within seven days. Otherwise it is deemed to have been accepted.

1.8 SECURITY DEPOSIT (SD)

Successful tenderer/bidder shall submit Security Deposit as per Annexure – IX before start of work.

1.9 RETURN OF SECURITY DEPOSIT:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses/ other amounts due to BHEL under this contract.

1.10 FORCE MAJEURE

Contractor shall not be responsible for delay in delivery/installation/commissioning/PG Tests or in providing warranty and support as per SLA in respect of a Purchase Order, resulting from acts/events such as acts of God, war, floods, earthquakes, epidemics, riots, fire or Governmental regulations imposed after the date of contract beyond the Contractor’s control, provided notice of the happening of such



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act/event is given by the Contractor to the Purchaser within 15 days from the date of its occurrence. .

In the event that the Force Majeure event lasts for more than 6 months, then, the Client reserves the right to cancel/terminate/foreclose the Purchase Order without any compensation being payable to the Contractor in respect of such cancellation/termination.

If there are multiple Purchase Orders, the obligations of the Contractor in respect of any other Purchase Order(s) not affected by the Force Majeure event, shall continue to subsist.

1.11 RISK PURCHASE

BHEL 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.

1.12 LIMITATION OF LIABILITY

- a) The Contractor's liability under any one Purchase Order will be limited to the value of that Purchase Order only.

Such limitation of liability shall not apply in cases of

- i. Gross negligence. Or,
- ii. Fraud. Or,
- iii. In the case of a third party claim in respect of infringement of intellectual property rights of the such third party by the Supplied System/Equipment or warranty/support.
- b) Contractor shall not claim and the Purchaser shall not be liable towards a claim made by the Contractor towards any special, indirect, incidental, exemplary, punitive, speculative or consequential loss of any type, no matter how characterized, including but not limited to; loss of use, loss of revenue, loss of production or product, loss of profits or anticipated profits (if any), loss of or interruption to business, facilities, loss of use of property or wasted overheads or increased cost of working, in each case whether direct or Indirect, relating to, in connection with or arising out of the performance or non-performance of the Purchase Order, howsoever the same may arise, whether under contract, tort (including negligence), strict liability or otherwise at law, and whether or not foreseeable at the execution date of the Purchase Order



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1.13 ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of or in connection with the formation, breach, termination, validity or execution of the Contract or the Purchase Order; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract or the Purchase Order; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator to be appointed by the Head of the Unit (Electronics Division, Bangalore).

- a) The seat of such arbitration will be the city from where the Contract is issued.
- b) It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract/Purchase Order.
- c) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- d) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- e) The cost of arbitration shall be borne equally by the Parties.
- f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract/Purchase Order with due diligence and expedition in a professional manner.

1.14 ETHICAL STANDARD & OTHER CONDITIONS

Bidders/Contractor are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines 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 benefits of competition to BHEL.

By signing the Bid Forwarding Letter, the Bidder represents that for the product it supplies, it either is the owner of the Intellectual Property Rights or has procured/will procure all the necessary licenses for due and faithful performance of its obligations under the Contract/Purchase Order, should it be awarded the Contract. Willful misrepresentation of these facts shall be considered a fraudulent practice.

If the information provided by the bidder is found to be false at a later date, BHEL reserves the right to reject such a bid at any stage or to cancel order/ contract/ lease agreement if awarded. In such a case, bidder shall also forfeit EMD/ Security Deposit/PBG.



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In addition, any other rights that are also available to BHEL in connection with such contravention of the ethical standard or other conditions, BHEL may also take steps for suspension of business dealings with the Bidder or the Contractor, as the case may be, as per extant guidelines of the company.

1.15 NON-DISCLOSURE AGREEMENT

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. The format for the Non-Disclosure Agreement is attached as Annexure–X.

1.16 INFORMATION SECURITY REQUIREMENTS

BHEL has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard. BHEL Information Security Policy is as follows:

“BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements.”

In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

The vendor / personnel deputed by vendor shall comply with following requirements:

- a) Personnel deputed by vendor shall follow the ISMS system requirements.
- b) Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
- c) Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL.
- d) When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- e) If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorised by BHEL.
- f) He / she shall maintain and service only those equipment which comes under his /her scope of contract.
- g) Vendor / personnel deputed by vendor shall ensure the return or destruction of information/ data at the end of lease agreement and as and when required.
- h) Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- i) Any information security incident and / or security breaches shall be immediately reported to BHEL.
- j) In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

1.17 INCOME TAX DEPRECIATION

Income tax depreciation, if any, will be claimed by BHEL.

1.18 DIRECT TAX

Client shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as income tax liability of the Seller/ Contractor and his personnel/representatives.

Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.



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1.19 INDEMNITY:

The Bidder/Contractor represents and warrants that the System/Equipment supplied by it, or the warranty/support provided by it does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything contained herein, bidder shall fully indemnify and keep indemnified the Purchaser/Client against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and copyright of the Software.

In the event of any such claims being made against the Purchaser/Client by a third party, Purchaser/Client will inform in writing to the Contractor, who shall thereupon, at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

The Contractor, shall, upon the first demand by BHEL in respect of any loss/damage suffered or cost/expense (including reasonable attorney's fees) incurred by it owing to breach of this obligation, pay to BHEL the sum so demanded without any demur or recourse or protest. The decision of BHEL regarding the quantum of loss/damage suffered or cost/expenses incurred in or in connection with such infringement claim shall be final and binding upon the Contractor.

In the event, owing to such infringement, the use of the System/Equipment is disrupted/prevented for more than 24 hours at the user's end, the Contractor shall at his cost, within not more than 7 days from the date on which the same is reported, either ensure availability of the System/Equipment or provide a standby/replacement System/Equipment.

1.20 LAWS GOVERNING THE CONTRACT AND JURISDICTION:

The Contract/the Purchase Order shall be construed and be governed by the laws of India.

Subject to clause 1.13 herein, the concerned Court in the city from where the Contract is issued shall have sole and exclusive jurisdiction in connection with any matter arising between the Parties

1.21 MERGER & ACQUISITION:

In case of merger/amalgamation and acquisition of the Contractor the Contractor shall be obliged to ensure that the merged entity takes over the obligations under this Contract and acquiring company must assume all the obligations of the contract till the end of the contract period.

In the event the OEM in respect of the System/Equipment undergoes a merger/amalgamation or is restructured, then the Contractor shall procure and provide, at no extra cost to BHEL, the warranty/support from the merged/amalgamated/restructured entity.

1.22 BANKRUPTCY:

- a) If the Contractor becomes bankrupt or have a receiving order made against him or enters into an arrangement of compounding with his creditors or being a Corporation commences 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:



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- b) To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.
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.

1.23 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 of the Purchaser.

1.24 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.

1.25 TERMINATION OF CONTRACT & ITS CONSEQUENCES:

- a) Purchaser/Client reserves the right to terminate/cancel the Contract/Purchase Order, as the case may be, either wholly or in part, due to non-compliance of stipulations of the Contract/Purchase Order, by the Contractor, at the risk and cost of the Contractor by giving one month notice in writing.
- b) Contractor shall continue the performance of the Purchase Order/Contract under all circumstances, to the extent not cancelled/terminated.
- c) The Purchaser/Client reserves the right to terminate/cancel the Contract/Purchase Order, either wholly or in part, on account of any decline, diminution, curtailment, stoppage of his business or if the warranty and support services are not found to be satisfactory and in that event, the Contractor shall have no claim for compensation against the Purchaser/Client on account of such termination/cancellation.
- d) With effect from the date of expiry of one month notice, no lease charges towards warranty and support will be payable to the Contractor for the cancelled/terminated part of the agreement.
- e) **Consequences:** In case of the contract foreclosure/termination/cancellation, BHEL at its option, may either:



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Call upon Contractor to remove the Systems/Equipments either in whole or in part from Purchaser premises at his own risk and cost after due permission from BHEL whereupon the Contractor shall forthwith remove the System/Equipment the Systems/Equipments from the BHEL site.

And/Or,

Retain the Systems/Equipments either in whole or in part, on payment of price of such Systems/Equipments equivalent to the percentage/depreciated value thereof on outright purchase cost of the System/Equipment and proportionately linked to balance lease period. In such event, ownership of the Systems/Equipments shall be transferred to BHEL.

Confirm compliance for all clauses of - “**Commercial Terms and Conditions**”

Date: _

Bidder's Signature with Seal



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ANNEXURE – V

PRICE BID FORMAT

Consultancy Type	Daily rate (excluding taxes)	Applicable Taxes (%)
ABAP Technical		
Functional		
BASIS		

Date :

Signature :

Note :



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Annexure- VI

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as company) having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II).....
... dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year.....as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises :** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries
vide its notification No.S.O.1772(E) dated October 5, 2006:
Rs.....Lacs
2. **For service Enterprises :** Investment in equipment (original cost excluding land and building
and furniture, fittings and other items not directly related to the service rendered or as may be
notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro/Small (**Strike off which is not
applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (**Strike of which is not
applicable**) and the date of graduation of such enterprise from its original category
is..... (dd/mm/yyyy) which is within the period of 3 years from the date of
graduation of such enterprise from its original category as notified vide S.O. No.3322(E) dated
01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant



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CHECKLIST OF ENCLOSURES

Annexure-VII

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART-I) DULY FILLED BY THE BIDDER)

Sl No	Documents with Tender	Format / Annexure	Whether Attached (Yes / No)
1	Documentary Evidence as per Clause 1.1 Annexure II		
2	Bidder's proof of registration in India as per clause 1.3, Annexure II		
3	Declaration as per Clause 1.4, Annexure II		
4	Attested balance sheets, Certificate from bankers/chartered accountant/IT return in this regard should be submitted along with the offer. as per Clause 1.5, Annexure II		
5	Equipment OEM's order reference as per clause 1.6, 1.7 Annexure II		
6	List of clients to whom service/support provided		
7	Acceptance of COMMERCIAL TERMS & CONDITIONS (Annexure IV) duly signed with stamp		
8	Non-Disclosure Agreement		
9	EMD		
10	Unpriced commercial offer as per Price format		
11	Reverse auction signed documents		

Note: Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents



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ANNEXURE- VIII

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE

PROVIDER).

The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (as per Annexure) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.



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12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.

13. 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, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



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Annexure- IX

Security Deposit

The total amount of **Security Deposit will be 5% of the Contract value** . The security Deposit should be collected before start of the work by the contractor.

Modes of deposit:

- i) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ii) Cash (as permissible under the Income Tax Act)
- iii) Pay Order, Demand Draft in favour of BHEL.
- iv) Local cheques of scheduled banks, subject to realization.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- vi) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- ix) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.



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Annexure- X

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

....., 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 AMC for Email, Proxy Servers and Linux File Servers (Contract) 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;



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- (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 withheld 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
 - i. 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.
 - ii. 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.
 - iii. 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



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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.

Datedof2016

.....

Signature

Seal

Between “-----” And

BHARAT HEAVY ELECTRICALS LIMITE



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Annexure - XI

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: PINCODE STATE

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 NEFT IFSC CODE	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: (.....)

Place: Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx