

Bharat Heavy Electricals Limited

भारत हेवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation

कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

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

Request for Proposal

FOR

Design, development, implementation. hosting & maintenance

of Web-based Portal for

“Technology Innovation Platform”



BHARAT HEAVY ELECTRICALS LIMITED
भारत हेवी इलेक्ट्रिकल लिमिटेड
CORPORATE DIGITAL TRANSFORMATION
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No.: AA:CDT:2020/TIP

Dated:04.08.2020

Dear Sir / Madam,

Sub: Enquiry for Design, development, implementation, hosting & maintenance of Web-based portal for “Technology Innovation Platform”.

Sealed bids are invited for the Design, development, implementation, hosting & maintenance of web-based portal for “Technology Innovation Platform”, 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 <http://eprocure.gov.in>. Hence all bidders are expected to keep visiting www.bhel.com and <http://eprocure.gov.in> 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., **25.08.2020 at 3 PM**

Bids shall be addressed to:

SDGM (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

Ajay Bagati
SDGM (CDT)

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1. Key Activities and Dates of Tender

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	04.08.2020
2	Last date of receiving queries from bidders	14.08.2020
3	Last date and time for submission of proposals	25.08.2020 3 PM
4	Technical Proposal opening	25.08.2020 4 PM
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 40 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.

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 14 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 -- efficiently and at competitive prices. 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.

For more information, refer BHEL's website: www.bhel.com.

3. Project Background & Objective

BHEL, intends to engage a service provider for Design, development, implementation, hosting & maintenance of Web-based portal for "Technology Innovation Platform". This portal will facilitate to kick start the speedy Problem solving, innovation and development of manufacturing technologies in India. It will create an open Technology Platform to aggregate talent and ideas in order to find solutions to India's technology gaps.

It is proposed to bring Industries, reputed research organizations, Academic Institute like IITs, NITs, Testing agencies and expert various fields on to one common platform. This match making process talent pool shall be self-driven to hasten solutions by creating an opportunity for innovation in the perpetual development and innovation process.

This technology platform broadly envisages:

- a) To bring together young professionals, experienced individual experts, Academicians, Industries including MSME manufactures on a single platform to solve the current technology challenges being faced by domestic producers or any party that would like to get a technology solution. The Platform shall thus aggregate problems to be solved and allow young thinking minds to come together to offer solutions. The expert resources shall be available to be tapped by the young engineers/professionals as Mentors, if they so require.

- b) To facilitate collection of problems and throwing up solution providers based on interest and expertise.
- c) To spur the growth of innovative networks that innovate to solve the problems being faced by the Industry by developing indigenous technologies or solutions to improve efficiency and productivity.
- d) To promote collaborative development projects, in the new technology developments to be initiated/approved/monitored.

4. Evaluation of Bids

BHEL will evaluate the bids that have been determined to be substantially responsive. The bid evaluation is based on L1 criteria. The evaluation of responsive bids shall be done in 3 stages:

4.1 Stage-I Evaluation of Pre-Qualification Eligibility Criteria

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for Stage-II evaluation.

The Pre-Qualification Eligibility Criteria is as follows:

S. No.	Eligibility Criteria	Document(s) to be provided
1	a) The Bidder should have an average annual turnover of at least INR 63.35 Lacs for the Financial Years: 2016-17, 2017-2018, 2018-2019 b) The Bidder should have Positive Net worth for the Financial Years: 2016-17, 2017-2018, 2018-2019	Audited Balance Sheet Signed/self-attested by authorized signatory
2	The bidder should have PAN No., GST Registration No, ITR for assessment year 2016-17, 2017-18, 2018-19	Documentary Proof signed/self-attested by authorized signatory
3	The bidder should have an office in India	Documentary Proof signed/self-attested by authorized signatory
4	The bidder should not be currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office	Undertaking on Company Letterhead, signed/self-attested by authorized signatory

5	The Bidder should have successfully completed similar works during last 7 years, ending 31.07.2020, of either of the following value: - One project costing more than the INR 1.69 Crores - OR - Two projects costing more than the INR 1.06 Crores, each - OR - Three project costing more than the INR 84.5 Lakhs, each <i>Similar Works shall mean: Software / Applications developed using Open Source technologies.</i>	Completion Certificates from the client; OR Work Order + Self Certificate of Completion / under support & maintenance (by Authorized Signatory)
6	Bidder should have following Certifications: CMMI Level 5, ISO 9000, ISO 20000 and ISO 27001	Copies of certificates signed/self-attested by authorized signatory

NOTE:

- In case a bidder does not meet all the conditions mentioned in Eligibility Criteria, bidder will be disqualified.
- All data shall be verifiable by BHEL.

4.2 Stage-II Techno-Commercial Evaluation Criteria

Bidders who meet the pre-qualifications eligibility criteria would be considered as qualified to move to the next stage of Technical and Commercial evaluation.

S. No	Criteria	Basis for Evaluation	Bidder's Compliance (Yes / No)
1	Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the BHEL [The approach should reflect the conceptual implementation framework proposed by the Bidder]	Qualitative assessment based on Demonstration of understanding of requirements through providing: - Solution proposed and its components, - Technologies used - Scale of implementation, - Learning on Issues - Challenges likely to be encountered	

		– Mitigation proposed – Client references	
2	System Functionality	Meeting the requirements of BHEL in terms of how close the proposal is to the functional & technical requirements for the solution as have been proposed for BHEL. Functional & Technical requirements compliance (Compliance sheet as per Section 5.1)	
3	Approach, Methodology & Time-frame (weekly plan) to perform the work in this assignment	Qualitative assessment based on – Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Software development methodology proposed (ie. Waterfall model, Spiral model, Iterative, Agile development, Code and fix etc.)	
4	Hardware/infrastructure requirements for catering to total 1000 users with 10-15% concurrency	Qualitative assessment based on hardware requirement, hardware & software licenses requirement, scalability of solution.	
5	Resume of all key technical resources proposed for the assignment	Qualitative assessment	
6	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Source Code and Defect Management, Load	As per requirement.	

	testing etc., depending on the relevance to the Scope of work]		
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Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and found technically suitable, based on inputs as mentioned above, would be considered technically qualified. Only such technically qualified bidders shall further participate in commercial evaluation (Reverse Auction OR Conventional Price Bid).

4.3 Stage-III Commercial Evaluation

Any extension of bid validity as desired by BHEL shall be complied with forthwith without any demur and/or delay by the technically qualified bidders.

The technically qualified Bidders will participate in the reverse auction/conventional price bid opening process, as the case may be, as per BHEL's decision. In case of Reverse auction, BHEL will inform all qualified Bidders about Reverse Auction & the multiplication factor applicable to that bidder in order to arrive at destination cost or Cost to BHEL. The successful bid in the reverse auction will be the one with lowest destination cost or cost to BHEL. BHEL reserves the right to negotiate with the lowest bidder.

BHEL's Reverse Auction guidelines are as per Annexure-A (RA-Guidelines).

5. Scope of Work

5.1 Design, development & Implementation of Solution

Bidder shall undertake the design, develop & implementation of the solution as per the Functional & technical requirements, as mentioned below:

Functional Requirements

Sl. No.	Feature	Description	Bidder's Compliance (Yes / No)
1	Organization Registration	Following type of organizations (indicative list) can register on the portal: • CPSE • Academic Institute • MSME • Start Up • Individuals • Financial Institution Cross-checking of organization credentials based on services similar to GSTN etc. Registering organization shall have to mandatorily add an	

		individual in the capacity of Administrator. More users can be mapped to Administrator role for a particular PSE, Academic Institute, MSME etc. This can be managed by Central Administrator(s) or Organization's existing Administrator of the Portal. Central Administrator of the Portal to approve the Registering organization based on submitted information. In addition to self-registration, Central Administrator(s) may also add to the list of PSE, Academic Institute, MSME etc. along with its Administrator User. AI based suggestive addition of organizations in the above list. Provision to make available / use organization information to / from other similar portals.	
2	User Registration	User registration on the portal requires minimum information: • Email address • Name • Mobile Number • Display Name User verification during registration using OTP in Email and/or Mobile Number. User can also register through Social Media accounts like Google, Facebook, LinkedIn etc. Minimum decided access to the portal for the registered User upon registration and OTP verification.	

		Registered User may get upgraded as a Verified User in either of the following ways: As an Organizational User: Under one of the following categories (indicative): • PSE • Academic Institute • MSME On selection of any of the above, the User should get an option to select a registered organization on the portal, to which he/she belongs. However, the user who has registered under and organization should be verified by respective Organization's Administrator. As an Individual User: Users registered under Individual category can become Verified Users only after verification from Aadhaar (UIDAI) or similar portal. Verified Users may migrate from Organizational User to Individual User and vice-versa. However, any migration to Organizational User shall be approved by the respective Organization's Administrator.	
3	User Profile Management	Registered user can maintain the following personal and professional details in profile: • Photograph • Qualifications • Social Media accounts handles for Facebook, LinkedIn etc. • Major works • Professional bodies membership • National / International Papers • Patents or Copyrights filed / granted	

		• Awards (Institutional / Professional / National / International) • Areas of Expertise for which the User can provide solutions for. AI based hints to be provided when Area of Expertise is being liked by the User. Above profile information heads should be configurable for Central Administrator and provision for Uploads to be provided to User against each of the above. Only a limited profile information (configurable by Central Administrator) shall be visible to other Users. All profile changes, for Organizational User to be approved by Organization Administrator. Profile approval to take place for Users who change category from Individual to Organization.	
4	Role of Organization Administrator	• Users management • Users profile approvals • To publish & manage the list of various facilities of the Organization. An indicative category of such facilities is: Manufacturing, R&D Labs, testing infrastructure etc. These may be supplemented with uploads pertaining to them like images, PDFs etc. Out of these facilities, there should be a provision to mark which all facilities are available for external usage.	
5	Solution Designing / Building / Development Initiatives	Solution Seeker: Verified Users who seek solutions on the portal either through the repository of available solutions on the portal or by registering a challenge for building a Solution.	

		Solution Provider: Verified Users who collaborate with Solution Seeker and other Solution Providers to build/design a Solution. Development of the Solution will be a collaboration of Solution Seeker and Solution Providers. The Portal shall provide for Collaboration Functionality in a secured and expandable environment with features as: • Teams formation • Virtual Meeting room • Chats (Audio/Video) • Sharing of all forms of essential data (documents, PDF, Images etc.) • Sharing of available virtual resources Individuals, Organization or different groups created on the portal may also work on building the solution. All such solutions developed / under development are linked to a common thread of the challenge for building a Solution as registered by Solution Seeker.	
6	Queries and Responses	Verified Users can seek solutions on the portal either through the repository of available queries & responses on the portal or by raising a query. A query may be raised to	

- One or more Verified Users
- One or more Areas of expertise

Query is thus available for response to either the selected Verified Users, as selected above OR to all Verified Users tagged against the particular Area of Expertise, as selected above.

There should be provision to supplement the query being raised with uploads like PDFs, Images etc.

The Verified Users should have the statistics and view of all queries registered by him/her, irrespective of being responded or not.

The Verified Users who have raised a query can Rate the Response received from the responding Verified Users on the following scale:

- Not satisfied
- Slightly satisfied
- Satisfied
- Very satisfied
- Extremely satisfied

The above rating of responses is used in rating the overall credibility / quality of responses given by the respective Verified Users.

The responding Verified Users should have the statistics and view of all queries pending for response or already responded by him/her.

As the solution may not be reached upon in one-time response, there should be a provision for further requests /

		responses under the common thread of the raised query. The portal provides for uploads of documents like PDFs, Images etc. which are required to be provided by Verified Users to supplement the responses.	
7	Search facility	Portal provides facility to all registered users to search: • Areas of Expertise available on the portal • Experts available on the portal • Available Solution – which are created on the portals vide Solution Seekers and Providers interactions • Facilities listed by institutions/CPSE BOT/CHATBOT based Search may be provided.	
8	Report Abuse	As the portal will be available over the Internet, there is a possibility of inappropriate contents being posted on the portal. There is a provision created in the portal whereby the Users (Solution Seeker / Provider) can report any inappropriate query or response through “Report Abuse”. The portal administrator (Central & Organization) can analyse such reported cases and take necessary action like user blocking etc.	
9	Participation of Financial Institutions	Creation of a solution also involves finances for working on prototypes development and future commercial usage. The portal may have participation from financial institutions for analysing and funding the	

		solutions which are being collaboratively developed on the portal. Secured and authentication based Financial Transaction solution must be built in the system	
10	Intellectual Property protection (IP)	The portal should have a provision to check and search for Intellectual Property (IP) databases to avoid IP violation while development of solution on the portal. Also, system must be able to help the solution provider to filed IPRs for solution provided and check for duplication/copyright violations. Portal must also provide provision of IP transfers and lists of consultants providing IP services	
11	Advertisement of Innovative solutions/products	Portal must provide option of placement of advertisements of innovative solutions / Ideas / Products	
12	Uploading/ hosting of important topics, reports, videos, lectures etc.	Portal must have provision for hosting of important topics, reports, videos, lectures, Technology Challenge etc. for users participation/consumption on a Technology Wall	
13	Payment Gateway integration	The Portal should have a pluggable module for connecting to BHEL's provided payment gateway for processing payments for Seeking and/or Providing solutions. When the module is in use, the payments should be processed and confirmed prior to Solution being sought or responded, as required.	

Technical Requirements

Sl. No.	Technical requirement	Bidder's Compliance (Yes / No)
1	The portal shall be hosted at a Government of India empanelled Cloud / Hosting Service Provider (MeitY empanelled Cloud Service Providers i.e. CSPs)	
2	Operating System (OS), Data Base, Web Service, Web development language, Screen Designing: On Open Source Platform	
3	The solution should be scalable w.r.t. handling capacity of around 1000 users and concurrency of 10-15%	
4	The portal shall have a visually appealing homepage with rich images and contents, carousels etc. These images / content should be configurable by the administrator(s). New graphic content like images etc. may also need to be created for making the portal more appealing.	
5	The proposed Platform should have Portal, Content Management System (CMS), Workflow Engine, Digital Asset Management with capability of Adaptive Media management to have the same performance across the devices like desktop, mobile, tablets etc.	
6	Disaster Recovery (DR) and Business Continuity Plan (BCP): A detailed DR/BCP for the Website services should be submitted as a part of the proposal	
7	The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, BHEL will also be open to design & development suggestions from the successful Bidder.	
8	Multiple theme-based template prototypes will be developed by the Solution Provider for the chosen CMS having the flexibility to change color / font / menu themes. One of the prototypes will be finalized by BHEL for Actual Development and deployment.	
9	The site design must be cross-browser and cross-OS compatible up to the most recent browser (Internet	

	Explorer, Chrome, Firefox etc.) / OS versions (Windows 7 and up, Linux)	
10	Support for three platforms: Desktop/Tablet or Notebook and Mobile form factors	
11	W3C standard	
12	Feedback form with integration of e-Mail to respective area	
13	Feature of email which is involving sending automated replies, tracking, reporting and download Statistics etc.	
14	The website should incorporate necessary security features against hacking and defacement. All logins and payments transaction must operate on secure protocols. It should provide support for website security audit. BHEL conducts periodic VA (Vulnerability Analysis) & PT (Penetration Testing) for websites internally or through third party. Bidder's scope of work includes incorporation of corrective and preventive actions as and when identified in such testing/audits.	
15	The portal should comply fully with the guidelines issued from time to time by the Government of India for development of websites	
16	The application should be responsive and browser compatible.	
17	Data must be stored in optimized manner in the scalable database. Database used should also be popular open source database.	
18	Web portal should have session management capabilities.	
19	Should have role based authentication and functionalities.	
20	The platform should have strong User Management capability with Role Based Access Configuration and have the capability of user segmentation based on different criteria and personalization features	
21	Should have application based backup and restore facility including integration of Third party backup and restore facility	
22	The proposed Platform should have an enterprise search component as an integrated part allowing	

	users to search for content not only from the Platform repository, but also from other sources within the organization as well as outside portals where access rights are provided.	
23	The platform should have a strong collaboration features with capabilities of enabling Discussion Forums, Wikis, Blogs, Message Boards & Knowledge Management.	
24	Repository of the database must be maintained within the database along with the data description	
25	The application must be platform independent	
26	Data entry screens must have the provision of saving the draft data	
27	Provide application development tools to support the continuous development/refinement of applications	
28	Provide interactive validation of data entry by users	
29	The portal should have a feature to interact by the way of email and SMS	
30	The necessary and already available data should be pre populated into the entry forms to reduce the entry work and this will also increase the consistency of the data	
31	It should have provision of proper logs & audit trails	
32	Excel spreadsheet upload with data extraction to database and applicable metadata	
33	Version upgrades to latest stable release of all software used is to be ensured from time to time	
34	Other than normal devices like PCs, Laptops, the portal should be responsive and work seamlessly on Android, iOS and Windows operating system on mobile devices (large screens, smartphones, tablets etc.)	
35	The portal should be scalable in nature w.r.t. increasing no. of users over the period of time	
36	The portal should have capability to integrate with other similar portals	
37	No single point of failure in the architecture w.r.t. Webservers, Database servers etc.	

38	Regular backups (full & incremental) for the application and database landscape	
39	Versioning of software needs to be ensured w.r.t. all major and minor releases	
40	Email & SMS integration to send alerts for different actions like Query raised, responded etc.	
41	The website should be secure and work on HTTPS also. It should adhere to the security guidelines for GoI for secure website development. Future developments should also factor this aspect. Also, undertaking/supporting document for establishing no malicious code & free from top 10 OWASP Security vulnerabilities should be provided.	
42	Provision to generate summary & detailed reports should be available	

Bidder shall provide a period of 4 weeks bug free support after the website gets LIVE and needs to take care of any bugs or issues caused during this duration.

5.2 Training & User Manual preparation

Bidder shall prepare and provide comprehensive User Manual along with e-Module for Website functionalities and operation. On-line trainings, as required by BHEL, shall be arranged by Bidder.

5.3 Data Migration & Integration

BHEL has a similar in-house developed portal in use. The relevant data as identified & provided by BHEL shall be imported one-time by the successful Bidder to the portal.

5.4 Security Audit

Bidder shall undertake Security Audit of the solution prior to Go-Live / launch of the Portal.

Bidder shall ensure that development of the website is as per the Govt. of India or its agencies issued guidelines from time to time.

* Any corrective & preventive actions arising out of Security audits conducted by BHEL, Govt. agencies etc. shall be undertaken by the Bidder.

5.5 Hardware & Hosting

Bidder shall host/deploy the solution at a Government of India empaneled Cloud / Hosting Service Provider (MeitY empaneled Cloud Service Providers i.e. CSPs).

Bidder shall provide support on 24x7x365 basis for the Solution for the entire period of contract.

Service Level Agreement (SLA):

Minimum Uptime for Solution is 99.5% (per quarter)

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * (1 - \text{Total outage duration} / \text{Maximum available time})$$

** All times in Minutes*

*Maximum Available Time = No. of days in a quarter * 24 * 60 – (Scheduled Maintenance Time + BHEL introduced Outage)*

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 24 hours in advance and subsequent approval / acceptance should be taken from BHEL.

5.6 Support & Maintenance

Support & Maintenance shall commence upon completion of 4 weeks bug free support period of the project (as mentioned in Section 5.1).

Support & Maintenance Services to be provided are as below:

- i. The bidder will provide support services encompassing all the components of the project as specified elsewhere in this scope of work.
- ii. Support and Maintenance services provided, should assure round the clock availability of the system and associated Hardware, Software, Operating System, Database, User Interface, front end, back end and other software applications. The bidder would provide services on 24x7x365 days and shall have arrangement for them so as to ensure 99.5% availability of the Portal.

Preventive Maintenance - The bidder would have to perform the following activities for preventive maintenance of the entire setup during the Support and Maintenance period. Major activities covered are:

- Pro-active Risk Assessment.
- Health Monitoring of the overall system.
- Monitoring Application Event Log for Errors/Warnings and take corrective action
- Performance tuning and database administration
- Updating security patches and virus definitions etc. for entire setup
- Repair of registry, checking and removal of virus & malware, removal of remnants of viruses/worms/malwares

Server/VMs Management:

The bidder would have to perform the following activities necessary to keep the servers performing at optimum levels:

- System Administration
- Database Administration & Maintenance
- Monitoring of servers and troubleshooting. Resolving system hangs, hard disk crash etc and keeping a log of the same.
- Re-installation of OS and other software, if required.
- Package Management: Installation of package upgrades as and when provided by OEM and Un-installation and maintenance of packages, as and when required.
- Downloading of upgrades, bug fixes, updates of OS and other software etc.
- Network Troubleshooting, time synchronization, TCP/IP Management and ensuring portal access across the Organizations.
- Managing users and authentication parameters.

- Performance monitoring and log records.
- CPU, memory, disk space utilization, average load, network traffic monitoring etc.

Backup and Recovery

It will cover various servers/VMs with OS deployed under this project:

- Perform backup operation for the servers, as per defined Backup Strategy/Schedule, as mutually agreed between BHEL Team & the bidder based on system requirement.
- Secure storage and handling of media to prevent data loss.
- Maintain log sheets of backups taken.

Security Management

- Analyze the adequacy of security systems in place.
- Adequacy of the authentication schemes used by different application.
- Integration of authentication with associated database.
- Ensure SSL (Secure Socket Layer) communication over Internet.
- Ensure Virus/Malware control.
- Security Penetration Testing
- Comprehensive Portal documentation to be maintained as per guidelines incorporated in ISMS 27000 standards.

Application Services & Helpdesk Management

- Ensure access to the Portal, hosted on servers under the scope of this contract, through Internet.
- Ensure minimum 99% System Availability
- Forcibly terminating all open but inactive connections.
- Session control based on the user activities.
- Performance tuning of Portal deployed for optimum results.
- Ensure hassle free integration of web services and applications with the associated database for contents management and storage.
- Ensuring that the Portal can handle multimedia files (Video/Audio).
- Managing user and admin accounts and maintaining log of activities.
- Establish a 24x7x365 helpdesk and ticketing system to provide prompt support service for calls and bugs. Helpdesk shall be based in India in order to facilitate smooth operation of the portal.
- Bidder shall also have a monitoring tool for the no. of tickets raised, acknowledged and resolved for solution. The access of same should also be with BHEL to monitor the SLA for solution
- Bidder shall provide Portal, IVRS and Phone facility to attend and resolve the tickets. In case of phone call, bidder shall ensure that if a call is received is by Helpdesk and Helpdesk is busy attending another call then call should be automatically diverted to IVRS and then IVRS shall give an automated response that Helpdesk is busy and shall attend shortly.
- Response time to attend the call/tickets shall be 30 minutes and Resolution time shall be 4 hours from the time of the call logged. In case the call is escalated to OEM/third party resolution period shall be 24 hours from the time of the call logged.

Other services during Support and Maintenance

The bidder has to provide following other services:

- The Support and maintenance services will comprise of Preventive and Corrective maintenance of the software supplied. After doing corrective maintenance bidder's representative will submit a service call report
- The bidder will deploy and arrange requisite qualified manpower at their end to undertake all activities prescribed under Support and Maintenance scope of work. If required, Bidder will also plan and arrange requisite site visits of their persons without any extra cost to BHEL.
- The bidder will provide all details of their office/customer support office like telephone, fax, letter address, email, web site etc for communication to BHEL.
- All cost related to the preventive and corrective maintenance, shall be borne by the bidder during the currency of Support and Maintenance period

6. Payment schedule, deliverables & timelines

* Contract Commencement Date - Contract shall come into force from the Date of placement of Purchase Order (PO) by BHEL.

Sl. No.	Activity	Deliverable	No. of Weeks (From Contract Commencement Date)	Payment (% of Total Contract Value)
1	Design completion	Design Document	03	5% (To be made against Performance Bank Guarantee)
2	Configuration of services (infrastructure, hardware, software)	Hardware & Software Configuration document(s) Application Architecture document	05	5%
3	Portal Configuration/Development completion Testing (incl. Security Testing) & Go-Live	Security Audit report Testing reports for Functional and Load & Regression testing User and system administrator manual	12	10%
4	Implementation of changes suggested as feedback from Go-Live	Report on feedbacks and incorporation / implementation of same in the Portal	14	10%

5	Bug free support (for a period of 4 weeks post Go-Live)	Report on Bugs and resolution of same in the Portal	18	10%
6	Support & Maintenance *To commence after completion of 4 weeks Bug-free support period	Quarterly Uptime report	At the end of each quarter for 12 quarters (3 Years of support & maintenance) period	Payable @5% per quarter (Total 60%)

Payment for Milestone Sl. No. 1, as above, shall be made only upon submission of Performance Bank Guarantee (PBG) of equal amount. PBG shall be released to the Bidder upon commencement of Support & Maintenance phase (18 Weeks from contract commencement date).

7. Special Terms and Conditions

7.1 Rates

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like 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.

7.2 Taxes & Duties

- Taxes (GST) shall be extra and payable as per prevailing rates. Any change in applicable taxes or imposition of any new applicable tax by GOI, the same shall be borne by BHEL on submission of documentary proof by the vendor. However, any decrease in applicable taxes or any new tax, benefit shall be passed on to BHEL.
- Bill prepared by the contractor should be pre-numbered and must contain inter-alia GST registration number, PAN number and GST category (as per Good & service tax act).
- TAX deduction at source: Tax shall be deducted at source from running bill as per applicable income tax rule & other statutory requirements.
- BHEL will claim Input Tax credit on GST.
- Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be an account of contractor.

7.3 Payment Terms

BHEL will make the payment within 45 days from the date of submission of invoice as per Payment Schedule.

7.4 Income Tax Depreciation

Income tax depreciation will be claimed by BHEL.

7.5 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 BHEL.

7.6 Contract Review & Extension

Subject to satisfactory performance of the Vendor, as reviewed by BHEL towards the end of 3 (Three) Years period i.e. 12 Quarters of Hosting, Support & Maintenance, BHEL shall reserve the right to extend the contract for an additional period upto 2 (Two) Years (i.e. 8 Quarters of Hosting, Support & Maintenance) on same terms & conditions, and rates not exceeding the annual recurring charges.

7.7 Copyrights and Trade Marks

The source code, text, design, trademarks, photos and graphics in editable mode, or other artwork furnished in designing of the portal shall be owned by BHEL upon completion of the successful implementation by bidder. Complete documentation, source code of the website has to be provided as it should be copyright to BHEL.

7.8 Penalties

7.8.1 For late Delivery

If the Bidder fails to complete the milestone “Portal Configuration/Development completion Testing (incl. Security Testing) & Go-Live” (within 12 weeks of Contract commencement date) as per **Sl. No. 3 in Section 6 Payment schedule, deliverables & timelines**, BHEL will impose Liquidated Damage/Penalty at the rate of **0.5% of the total cost of Design, Development, Configuration & implementation, per week of delay or part thereof subject to a maximum of 10% of the total cost of Design, Development, Configuration & implementation**. For this purpose, the period of delay shall be the delay attributable to the Bidder for the completion of work as per contract.

7.8.2 For SLA (Hosting & Maintenance related) non-conformance

Solution availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the Application Support & Maintenance 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 Application Support & Maintenance Charges

(i.e. Quarterly Application Support & Maintenance Charges/ Total number of minutes in the Quarter)

D = Downtime in minutes

Sl. No.	Uptime	Multiplication Factor
1	≥ 99.5	0.00
2	$< 99.5 \text{ \& } \geq 99.00$	1.00
3	$< 99.00 \text{ \& } \geq 98.00$	1.50
4	< 98.00	2.00

8. General Terms and Conditions

8.1 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.

8.2 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.

8.3 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 in the form of Pay Order / Demand Draft of **INR 4,22,306/-** (Rupees Four lakhs Twenty Two Thousand Three Hundred Six only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:
 - i) Pre-Qualification Eligibility Criteria as per Section 4.1.
 - ii) Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFP as mentioned in Section 4.2. 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) No Deviation Certificate as per format enclosed as **Annexure-I**.
 - iv) Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-II** with word "QUOTED" written against all items in price column.
 - v) A copy of complete RFP where each page is signed & stamped by the bidder.

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).

8.4 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 & 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.

8.5 Bid Submission

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

**Ajay Bagati, SDGM (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301
Telephone no.: (0120) 2416462
Email :ajay.bagati@bhel.in**

- 8.5.2** Bids can also be delivered in person to the official inviting Bids.
- 8.5.3** 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.

8.6 Bid Opening

- 8.6.1** PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 8.6.2** 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.
- 8.6.3** Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 8.6.4** Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 8.6.5** No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 8.6.6** 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.
- 8.6.7** 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.

8.6.8 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.

8.6.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

8.6.10 Purchaser reserves the right to negotiate the tender, if required.

8.7 Late Bids

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

8.8 Validity of Offer

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

8.9 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-I.

8.10 Language of Bid

8.10.1 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.

8.10.2 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.

8.10.3 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.

8.10.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

8.11 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 email to the ajay.bagati@bhel.in, gaurav.saxena@bhel.in **14th August 2020**. BHEL will not entertain or respond to bidders' queries and clarifications received after the specified clarification date.

8.12 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) or <http://eprocure.gov.in> in Tender Notification section.

8.13 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.

8.14 Tender Evaluation

- 8.14.1** 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.
- 8.14.2** All applicable taxes (VAT/Sales Tax, Service TAX) are to be specified clearly in the Price Bid Format.
- 8.14.3** After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- 8.14.4** The Purchase Order will be placed on L1 vendor.

8.15 Security Deposit

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

- 8.15.1** The service provider shall submit within 30 days of Order placement, an amount equal to **5% of the total contract value** as security deposit in favor of “Bharat Heavy Electricals Limited” payable at New Delhi or Noida. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 8.15.2** 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.
- 8.15.3** 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.
- 8.15.4** 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.

8.15.5 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 favor 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)

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

8.15.7 The Security Deposit shall not carry any interest.

8.15.8 If the vendor does not submit Security Deposit on time, an amount equal to interest calculated, as per Prime Lending Rate of SBI plus 1 percent, will be charged from the vendor for the delayed period.

8.15.9 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

8.15.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

8.16 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 the contract / other contracts entered into with them by BHEL.

8.17 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.

8.17.1 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.

8.17.2 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.

8.18 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.

8.19 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.

8.20 Non-Disclosure Agreement

8.20.1 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.

8.20.2 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-III in line with the owner's Information Security Management System (ISMS).

8.21 Risk Purchase

BHEL reserves the right to purchase/hire from elsewhere at the risk and cost of the vendor, either the whole or part of

- a) The Systems/Goods/Service, which the vendor has failed to deliver within the stipulated delivery period in the concerned Purchase/Work 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/Service.
- b) The warranty and support which the vendor has failed to provide in respect of the supplied system/goods/service suffering from not less than 1 month of downtime.

The vendor shall compensate BHEL for any loss or additional expense, which BHEL may sustain by reason of such purchase. BHEL may recover the amount from any money due to the vendor in respect of this contract or any other contract which the Contractor has with BHEL. 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/BHEL at the risk and cost of Seller/Contractor shall be worked out as follows:

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

Additional 30% overheads as departmental charges on the ex-works value of new PO.

8.22 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.

8.23 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.

8.24 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.

8.25 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:

8.25.1 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.

8.25.2 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.

8.26 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.

8.27 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.

8.28 Limitation of Liability

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

8.29 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 exempted from payment of cost of tender document and EMD as well as 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.

8.30 Termination of Contract & its Consequences

8.30.1 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.

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

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

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

8.31 Acceptance of Order

Letter of acceptance of the Order is to be submitted within One week of receipt of Order.

8.32 Insurance

Insurance for the complete Systems/ Goods shall be arranged by the Vendor at his own risk and cost during for the complete contract period. Purchaser, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. AA:CDT:2020/TIP, dated 04.08.2020. 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: _____

**Price Bid Format
(All Amounts in INR)**

Sl. No.	Item Description	Price (INR)	Quantity	GST (% & Amount)	Any Other Tax (% & Amount)	Total Price
1	Design, Development of Technology Innovation Platform		1			
2	Hardware & Hosting Charges		12			
3	Application Support and Maintenance		12			
TOTAL						

For Sl. No. 1 - Scope as per Section 5.1, 5.2, 5.3 & 5.4

For Sl. No. 2 - Per Quarter Hosting Charges (For 12 Quarters post 4 weeks bug free support, post Go-Live) - Scope as per Section 5.5

For Sl. No. 3 - Per Quarter Support & Maintenance (For 12 Quarters post 4 weeks bug free support, post Go-Live) - Scope as per Section 5.6

In case contract gets extended beyond 3-year period, only Sl. No. 2 and / or 3 will be payable, as applicable

Total offered price (A): Rs..... (Rupees <IN Words>)

Note:

- The rate should be quoted in Indian Rupees.
- 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

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 Design, Development, Configuration, Implementation, hosting and Maintenance of web-based Portal for Technology Innovation Platform for BHEL, **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

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

Business Rules for Reverse Auction

Annexure – A

This has reference to tender no AA:CDT:2020/TIP, dated: 04.08.2020. BHEL shall determine the L1 bidder through Reverse Auction mode. BHEL has made arrangement with M/s e-Procurement Technologies Limited, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. AA:CDT:2020/TIP, dated 04.08.2020, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

- 2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}; ;{start time}; ;{Close Time: }.



Business Rules for Reverse Auction

Annexure – A

- 3. Auction extension time:** 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 as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {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, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. { **M/s e-Procurement Technologies Limited** } with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {total cost to BHEL for the item specified} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL.
- 5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.



Business Rules for Reverse Auction

Annexure – A

6. **Validity of bids:** Price shall be valid for 45 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s {**e-Procurement Technologies Limited** }), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this,



Business Rules for Reverse Auction

Annexure – A

the time for the auction cannot be extended and neither BHEL nor M/s. { **e-Procurement Technologies Limited** } is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s { **e-Procurement Technologies Limited** }.



Business Rules for Reverse Auction

Annexure – A

14. M/s. { **e-Procurement Technologies Limited** }, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {**e- Procurement Technologies Limited** }, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
 15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – A (e))for price breakup, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. { **e-Procurement Technologies Limited** } besides BHEL within two working days of Auction without fail.
 16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
 17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. AA:CDT:2020/TIP, dated 04.08.2020. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
 18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
 19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
-



Business Rules for Reverse Auction

Annexure – A

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. { **e-Procurement Technologies Limited**}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



Mandate to Service Provider

Ref:

Date :

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure – A.
- *Mandate to Service Provider – Annexure – A(a)*
- *Process Compliance Form – Annexure – A(b)*
- The list of bidders with their contact details is given in Annexure – A(c).
- Details of the item (s) to be Reverse Auctioned -- Annexure – A(d).
- *RA Price breakup & confirmation – Annexure — A(e)*
-
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. { e-Procurement Technologies Limited }) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {**e-Procurement Technologies Limited** }) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)



Mandate to Service Provider

Note:

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	- Name of BHEL Unit - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Auction to be conducted by	- Name of Service provider - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Date of Auction	- Date of Auction - Online reverse auction time: - Online auction website: -
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (<u>Annexure-A</u>) 2) Process Compliance Form (<u>Annexure-A(b)</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-A(c)</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-A(d)</u>)



Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}
This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), 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, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**



List of bidders and their address/ contact person details

Sl. No.	Address	Contact Person
1	- Name of bidder - Full postal address - Fax: - Phone: - Email:	- Contact person name: - Phone: - Email:
2		
3		
..		
..		

Note: If L1 as per the CST (Comparative statement) of the envelope sealed bid is the starting price, then that particular bidder shall also be marked as L1 bidder so that the system shall show him L1 automatically at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form.



Details of item (s) for Reverse Auction

1. {Details of items including quantity, specification, Enquiry no. & date

- 1.
- 2.
- ..
- ..
- ..
- ..
- }



RA price confirmation and breakup
(To be submitted by L1 bidder after completion of
DA

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{___in value & in words___} for item(s) covered under tender enquiry
No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of
{Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to
{.....} District,{.....} State and Type Test Charges etc.,
(exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted
today {date} which will be valid for a period of {___in nos. & in words___} days.

The price break-up is as given below.

Total

=====

- Rs. **in value & in words**

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

