

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

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

Request for Proposal

FOR

AMC of SAP HRMS software for the calendar year 2022 & 2023

at

BHEL House, Siri Fort, New Delhi -110049

Neeraj



BHARAT HEAVY ELECTRICALS LIMITED
भारत हेवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No. : AA:CDT:SAP/21-22
Date: 11.02.2022

To,
M/s SAP India Pvt. Ltd.

Subject Renewal of AMC of SAP HRMS software by M/s SAP India Pvt. Ltd. for the calendar year 2022 & 2023 at BHEL Corporate Office, Asiad.

Bid over mail or hard copy (sealed) is invited for "**AMC (Enterprise Support) of SAP HRMS software licenses by M/s SAP India Pvt. Ltd. for the calendar year 2022 & 2023**" as per the terms and conditions of RFP and EULA enclosed.

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

The bidder is 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., **21.02.2022 at 1500 hrs.**

Bids shall be addressed to undersigned:

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

Neeraj
11.02.22
Dy. Manager (CDT)
Bharat Heavy Electricals Limited,
BHEL House, Asiad
New Delhi - 110049

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1. Key Activities and Dates of Tender:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	11.02.2022
2	Last date of receiving queries from bidders	18.02.2022
3	Last date and time for submission of proposals	21.02.2022 at 1500Hrs
4	Single part bid opening	21.02.2022 at 1530Hrs (tentative)

2. Introduction:

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

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

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

3. Objective:

The tender is invited for **AMC (Enterprise Support) of SAP HRMS software licenses by M/s SAP India Pvt. Ltd. for the calendar year 2022 & 2023**. The tender has to be submitted in single part.



4. **Technical Specifications & Scope:** Following SAP HRMS Software Licenses have been procured by BHEL from M/s SAP India Pvt. Ltd. till Date:

S.No.	SAP License Description	Quantity
1	Users – Professional & Developer License	200
2	Employee Self Service (ESS) License	17000
3	Manager Self Service (MSS) License	3000
4	Payroll Records	43000
5	SAP Business Suite Professional User License	140
6	SAP Business Suite ESS User License	1456
7	SAP Payroll Processing for 500 Master records	1
8	SAP Business Suit Developer Licenses	2
9	SAP Business Suit Developer User Licenses	3

Technical Scope & Specifications of the Maintenance Services to be provided by M/s SAP India Pvt. Ltd. will be as per Maintenance schedule (Schedule "M") of End User Value License Agreement Dated 29.06.2006 (Annexure 2).

4.1 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.

4.2 Taxes & Duties:

- To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2A of BHEL.
- BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- GSTIN of BHEL will be provided to the Vendor along with the work order.
- Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.

- e) No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.
- f) Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- g) Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- h) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- i) The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.
- j) In case of discrepancy in GST rate corresponding to HSN code and quote rates, the evaluation shall be done on quoted price & correct GST rate shall be considered for ordering (limited to quoted FOR Site Price).

4.3 Variation in Taxes & Duties:

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

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

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

4.4 Payment Terms:

- a) 100% AMC annual cost (Calendar year wise) to be released to M/s SAP INDIA PVT. LTD after receipt of Bank Guarantee of amount 115% (of annual cost of AMC) within 30 days of receipt of invoices duly signed by the consignee.
- b) Bank Guarantee: For each advance payment, bank guarantee of amount 115% of the amount raised in the invoice has to be provided which will be valid for each calendar year, in the absence of which invoice will be raised at the end of each calendar year. The terms and conditions of Bank guarantee will be mutually agreed upon.
- c) Taxes: GST rate will be 18% or the Government rate prevailing at that time.
- d) Benefit of any downward revision of AMC rate should be passed on to BHEL by M/s SAP INDIA PVT. LTD.

4.5 LOCATION & CONSIGNEE ADDRESS

Name: Mr. Asad Ali

Designation: Dy. Manager (HR-ERP)

Contact details: 9899594835

Email: asad@bhel.in



5. General Terms and Conditions:

5.1 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.

5.2 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.

5.3 Procedure for Submission & Opening of Bids:

Bids shall be accepted over mail or through hard copy (sealed) by the official inviting the tenders in single part.

This bid shall consist of the following:

- i) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder
- ii) Copy of PRICE BID as per format enclosed as **Annexure-I**
- iii) No Deviation Certificate as per format enclosed as **Annexure-II**.
- iv) Non-Disclosure Certificate as per format enclosed as **Annexure-III**

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

5.4 Bid Submission:

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

Dy.Manager (CDT)
Bharat Heavy Electricals Limited,
BHEL House, Asiad
Phone: 011-66337483
Email : Neeraj.meena@bhel.in

- 5.4.2 Bid can also be delivered in person to the official inviting Bid or through email.



5.5 Validity of Offer:

Offer shall be kept valid for four (04) months from the due date of Tender.

5.6 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidder has to submit a "No Deviation Certificate" in Part-I of the offer as per Annexure-II.

5.7 Language of Bid:

- 5.7.1 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.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

5.8 Clarification on Bidding Documents:

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

5.9 Amendment of Bidding Documents:

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

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

5.10 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.

5.11 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.

- 5.11.1 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.
- 5.11.2 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.

5.12 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.

5.13 Non-Disclosure Agreement:

- 5.13.1 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.
- 5.13.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any manner 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).

5.14 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.

5.15 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.

5.16 Limitation of Liability:

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

5.17 Termination of Contract & its Consequences:

- 5.17.1 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.
- 5.17.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 5.17.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- 5.17.4 BHEL will give one month notice to the vendor before canceling/terminating the contract.

5.18 Other terms & conditions:

As per End User License Agreement (EULA) dated 29th June 2006



Price Bid Format

S. No	SAP Licence Details	Quantity of Licences	Cost of AMC excluding GST for Two years (2022 & 2023) (in Rs.)
1.1	Users – Professional & Developer License	200	
1.2	Employee Self Service (ESS) License	17000	
1.3	Manager Self Service (MSS) License	3000	
1.4	Payroll Records	43000	
2.1	SAP Business Suite Professional User License	140	
2.2	SAP Business Suite ESS User License	1456	
2.3	SAP Payroll Processing for 500 Master records	1	
3.1	SAP Business Suit Developer Licenses	2	
4.1	SAP Business Suit Developer User Licenses	3	
5	Total Cost of AMC excluding GST (1.1 + 1.2 + 1.3 + 1.4+ 2.1+2.2+2.3+3.1+4.1)		
6	GST @18% of S.No. 5		
Grand Total Cost of AMC including GST (5 + 6)			

Note :

1. The rate should be quoted in Indian Rupees.
2. In case GST rates provided at s. no. 6 is different, please specify.
3. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

Seal & Signature of the Company

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **dated**

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: _____

Nest

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 _____, **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 (1) 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.

