

Enquiry No: 9471700089 / 03.10.2017

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI-620 014**  
**WORKS CONTRACTS MANAGEMENT**

**NOTICE INVITING TENDER**

1.	<b>Tender Ref No:</b>	<b>9471700089 / DT: 03.10.2017</b>
2.	Name of works	WORKS CONTRACT FOR ENGAGING SERVICES FOR e-PROCUREMENT SOLUTION IN BHEL on APPLICATION SERVICE PROVIDER (ASP) Model.
3.	Location of work	ALL BHEL UNITS
4.	Period of contract	24 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 8,50,000 /- ( Rupees eight lakhs and fifty thousand only )
6.	Tender Document details	<p>A] Part-I <u>Technical Bid</u> <span style="float: right;"><u>Pages</u></span>  ANEX-1A (Technical Bid-Qualifying Criteria) <span style="float: right;">3 Pages</span>  ANEX -1B (Scope of Work &amp; Technical Terms and Conditions) <span style="float: right;">13 Pages</span>  ANEX -1C (General Terms &amp; Conditions of Contract) <span style="float: right;">12 Pages</span>  ANEX -1D (Special Terms &amp; Conditions of Contract) <span style="float: right;">02 Pages</span>  Annexure-A (Integrity Pact Format) <span style="float: right;">05 Pages.</span></p> <p>B] Part- II <u>Price Bid</u> <span style="float: right;"><u>Pages</u></span>  ANEX -2 (Price bid) <span style="float: right;">01 Page</span></p>
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at <b>Works Contracts Management (WCM)</b> <b>Building 53,First Floor,</b> <b>BHEL, High Pressure Boiler Plant,</b> <b>Trichy - 620 014</b>
8.	Last Date for Receipt of Tender	<b>20.10.2017 / 10.00 Hrs.</b>
9.	Date of Techno Commercial Bid Opening	<b>20.10.2017 / 10:30 Hrs.</b>
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.
11.	<b>The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender</b>	Shri. D.R. S Chaudhary, IAS (Retd.) E-1 / 164, ARENA COLONY Bhopal-462013 ( M.P ) Ph. No.: 917554050495 e-mail: dilip.chaudhary@icloud.com

Enquiry No: 9471700089 / 03.10.2017

**INSTRUCTIONS TO THE TENDERERS**

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10.00 Hrs. on 20.10.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10.30 Hrs (IST) on 20.10.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No. **Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.**

**Note:** 1. Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

**Note:**

1. The contract will be awarded for a period of **24 Months (Two Years)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded. The Tenderer has to quote the Rate / Unit only.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.**
6. In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

Enquiry No: 9471700089 / 03.10.2017

**12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-**

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

**Annexure - A**

**Certificate by Chartered Accountant on letter head**

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 ( E ) dated October 5, 2006 :  
₹.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :  
₹.....Lac.

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

Enquiry No: 9471700089 / 03.10.2017

**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**NOTE**

*BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent*

*Or*

*Any document submitted by the bidder was fake and forged*

*Or*

*If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.*

Enquiry No: 9471700089 / 03.10.2017

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-1A**

**A: Contractor Profile**

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code ( If any )	

Enquiry No: 9471700089 / 03.10.2017

**B: Qualifying Criteria:**

Sl. No	Qualifying Criteria	DETAILS
<b>B.1</b>	<b>EMD( Earnest Money Deposit ) :</b>	
1	<p>₹ 8,50,000 /- ( Rupees eight lakhs and fifty thousand only )</p> <p>Vendors to submit EMD as per combination of items for which offer is submitted. (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed) organization OR Form 26 AS or Bank statement for transaction of payment.</p> <p><b><u>Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.</u></b></p>	<p>AMOUNT :₹</p> <p>DD NO:</p> <p>DD DATE:</p> <p>ISSUING BANK :</p>
<b>B.2</b>	<b>Technical Competence :</b>	
1	The bidder should have implemented atleast one contract for e-Procurement / e- tendering system complying with the IT Act 2000 and its amendments and CVC 'Guidelines for compliance to Quality Requirements of e-Procurement Systems ' Circular No. 01/01/2012 dated 12.01.2012. The e-Procurement system must have been audited and certified by STQC with valid certification as on date of bid submission.	
2	<p>The bidder must have: successfully implemented a minimum of 8000 e-procurement / e-tendering events FY16-17 or during last one year as on date of bid submission. Necessary completion certificate signed in original by the customer of the contract should be provide by the Bidder.</p> <p>OR</p> <p>The bidder must have obtained one contract for e-Procurement / e- tendering during last 3 years. Out of the ordering qty in the contract a minimum average ordered qty of 8000 events should be for the FY 16-17 or for the last one year as on the date of bid submission. Necessary work order / purchase order copy issued by the customer should be provided by the Bidder</p>	
3	ISO 9001 and ISO 27001 certified as on date of bid submission	
4	The bidder Company / Lead Proponent and non-lead member (in case of consortium) should be an entity registered in India or Partnership Firm	Copy of Certificate of Incorporation / Registration. In case of a consortium, the Lead Proponent would need to submit an agreement with the other member of consortium (i.e. Consortium Agreement) for the contract clearly indicating the division of work and their relationship.
5	Not banned/ blacklisted by any Govt. Department/ Agency/ CPSEs	self-certification

Enquiry No: 9471700089 / 03.10.2017

<b>B.3 Financial Soundness</b>			
<b>1</b>	<p>Agency shall have average annual turnover of Average Annual Financial Turnover ₹. 1.5 Cr. during the last three years ending 31st March of the previous financial year (2014-15, 2015-16, 2016-17) or (2013-14, 2014-15, 2015-16)</p> <p style="text-align: right;">Average Annual Turnover of three consecutive years. ₹ ..... Lakhs.</p>		
<b>2</b>	Balance Sheet & Profit and loss account statement for Financial years duly certified by chartered accountant with CA membership number.	<b>Financial years</b>	<b>Please Tick (√) in the appropriate box</b>
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
<b>3</b>	Income tax Return Acknowledgment	<b>Assessment years</b>	<b>Please Tick (√) in the appropriate box</b>
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
<b>C Statutory Requirements</b>			
<b>C.1</b>	<b>Income Tax Registration ( PAN )</b> (Details & Self-attested copy to be furnished )	Copy of Income tax Registration	
<b>C.2</b>	<b>Goods and Service Tax ( GST ) Registration</b> (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the	Copy of <b>Goods and Service Tax ( GST ) Registration</b>	
<b>D</b>	Acceptance to scope of work (Annexure-1B), general terms, conditions of contract. (Annexure-1C). & Special terms & conditions of contract (annexure-1D)	<input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted	

**NOTE:** Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**1. SCOPE OF WORK**

The scope includes providing Platform for e-Procurement with the objective of automating the entire Procurement process in BHEL. The scope is described as under:

**SALIENT FEATURES - e-Procurement**

**Creation and Publishing.**

- Provision for uploading Purchase Requisitions (Format will be provided)
- Uploading / Update of directory like Buyer, Seller, Material etc., with editing provision.
- Tender creation/ uploading should be possible from legacy/ ERP systems using intermediate server and directly online
- Provision to create RFQ / Bid Templates (Techno Commercial / Price)
- Library of templates and provision to create dynamic templates.
- Uploading of Enquiries along with all attachments without size limitation
- Pre-viewing and approval of the Enquiries before publishing.
- Publishing of Enquiries with approval work-flows
- Provision for due date extension, Addenda/ Corrigenda / Cancellation, deletion /Suspension of enquiries with approval work-flows.

**Bid submission**

- Availability of Enquiries to respective selected registered vendors
- Uploading of Bids along with all documents in required formats by the bidder without size Limitation.
- Customizable e-Mail / alerts to Suppliers / Contractors / BHEL users regarding various events /workflows like publishing of enquiry, tender opening, Corrigenda etc.
- Reminder e-Mails to be sent periodically after publishing the tender. Provision to enter multiple e-Mail IDs of vendors / indenters etc. by the purchase executive.
- Provision for Price Impact/ Revised bidding

**Bid Opening / Award of Contract.**

- Facility for Reverse auction
- Bid opening (Technical / Price)
- Multi-level Work-flow for proposals and approvals.
- Provision for online clarifications with vendors, internal users etc.
- Provision for Transferring, Branching, re-calling work-flows etc.,
- Online comparative statement (Techno Commercial / Price)
- Provision for counter offering L1 price to other vendors / price impact/ revised bid.
- Provision for uploading of Award of Contract details.
- Provision for downloading quotation data in the required format to interface with backend
- Provision for generation of various reports for Bidder/BHEL

Enquiry No: 9471700089 / 03.10.2017

- User friendly comprehensive dynamic dashboard indicating various activities with hyperlink.
- Provision for Auditor view – The complete transaction of an RFQ as available in the live portal.

**The scope shall also support the following facilities.**

- a) To conduct secured web based e-Procurement event on behalf of BHEL among international and domestic vendor / contractors.
- b) Provision for bidders to participate in Open, Limited and Single Tender for supplies and services -Procurement, Vendor training and enabling them to participate in the e-Bidding.
- c) All other services associated with e-Procurement such as transaction capturing, Audit trail, report generation, training etc. are to be provided.
- d) In addition, the checklist enclosed as Annexure A must be duly filled in and enclosed with the unpriced bid.
- e) Provision for data exchange and synchronization in required formats will be suggested by BHEL to ensure seamless integration of e-Procurement System with the existing backend system of BHEL units.
- f) Provide capability to generate customizable reports on all procurement activities
- g) The system shall have provision to create administrative roles for :-
  - BHEL users Registration & Rights Allocation
  - Supplier / Contractor inclusion, Deletion, editing etc.,
  - Activation / De activation of DSCs
  - Generation of MIRs
- h) After the bids are opened, provision for downloading the entire bid data at any stage including all attachments/ documents uploaded by bidders/ BHEL, clarifications, pre-bid discussions, comparative statements, award of contracts uploaded by BHEL etc. with timestamp and credentials in indexed directory structure
- i) Helpdesk facility and support for vendors/ BHEL Users, updated documentation/ Training manuals (audio/ visuals), demonstration.
- j) Provision of initiating and handling multiple e-Procurement activities simultaneously with a fast response time.
- k) Indication of tender finalization through Reverse Auction
- l) Multi-level Work-flow for approvals at any stage
- m) Provision for multiple file transferring, marking to multiple users, recalling work-flows etc.
- n) Provision to enter multiple e-Mail IDs of vendors
- o) Provision to associate multiple BHEL users in a tender

Though the basic solution will be common among the different units of BHEL (As per Annexure-C list of units), there will be some unit specific requirements to be addressed by the bidder at no additional cost

**2. FUNCTIONALITY REQUIREMENTS OF E-PROCUREMENT SOLUTION**

- Bidder registration includes allotment of a unique user ID to each vendor along with mapping of their Digital Signature Certificates (DSCs).
- System shall support two level authentication mechanism i.e. User id+ Password and DSC based authentication
- Unit level Administrator role to manage BHEL Users, uploading/ editing profile of vendors.
- The system shall also have the provision to generate templates dynamically (xls based etc.) depending upon the requirement.

Enquiry No: 9471700089 / 03.10.2017

- System shall facilitate auto conversion of numbers/values entered by the Bidders into words and shall not allow the Bidders to edit the amount in words.
- Facility to upload Minutes of Meeting at applicable stages
- Provision for submission of price bid using multiple currencies also and shall also facilitate selection of item-wise applicable currency in the bid.
- System shall have provision to display the validity of users' DSC after login.
- System shall have provision to display Last login details after Login.

Though every effort has been made to give the complete detailed Technical specification in this tender to address all our requirements, there may be additional requirements which may be required during usage of the system. These requirements have to be carried out without any additional cost.

Detailed functionality requirements is covered in para 6.0

### **3. REGISTRATION AND ADMINISTRATION**

#### **Bidders**

- BHEL vendors – BHEL unit's vendor code will be the user id
- Vendors participating first time through Open tenders/ Single tenders – system generated user id will be generated
- Bidder registration includes allotment of a one-time unique user ID to each supplier/contractor along with mapping of their DSCs.
- DSC mapping for BHEL vendors will be done by Admin Unit MM and in case of an Open tender DSC mapping will be done by the purchase officer/ self-approval by the bidder.
- e-Mail based intimation on registration.
- System shall facilitate the administrators to cancel / suspend the registration of any particular contractor / Supplier / bidder based on the recommendation from.
- System shall support two level authentication mechanism i.e. User id+ Password and Digital Signature Certificate based authentication for all registered Suppliers/ Buyers
- The system will put in place mechanisms, which would assist the contractor/ Supplier in retrieving the forgotten credentials (e.g. passwords) as per STQC guidelines.

#### **BHEL Users (Buyers)**

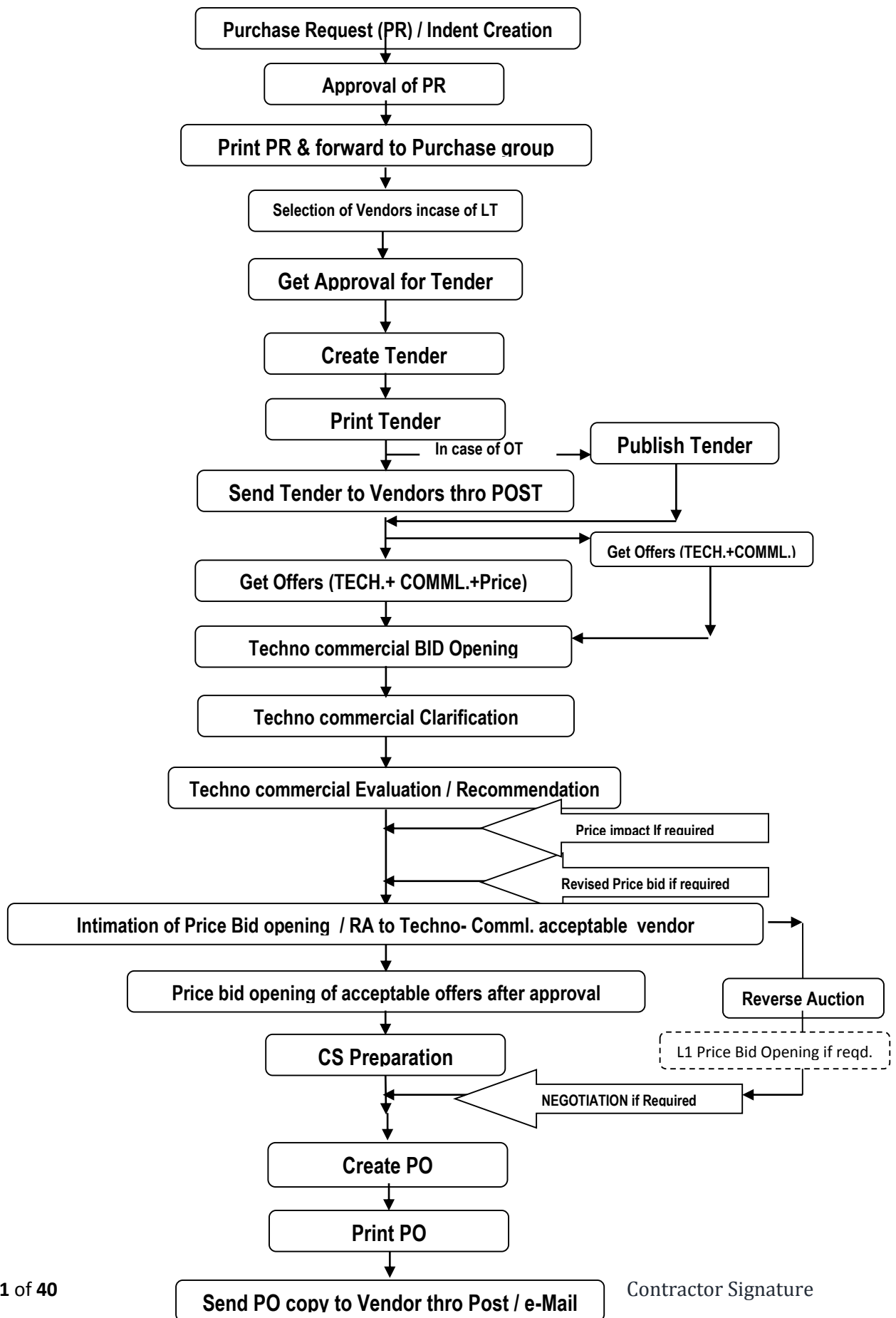
Provision of creating multiple users to manage e-Procurement/ Reverse Auctions

Provision of creating following users in order to manage the overall portal and other functions

- Administrator role to manage BHEL Users.
- Buyers to create e-procurement enquiries, publish the same, open the bids along with Finance users, process the files and with workflow approvals.
- The addition / mapping of user by RFQ owner.
- Mass uploading of BUYER and Seller by BHEL unit level administrator. With editing facility.

Enquiry No: 9471700089 / 03.10.2017

**4. FLOW CHART of BHEL Procurement PROCESS**



Enquiry No: 9471700089 / 03.10.2017

## **5.0 DETAILED SYSTEM SPECIFICATION**

1. System shall facilitate of various types (Single / limited / open) of RFQ /enquiry by BHEL.
2. System shall facilitate BHEL in selection of templates from library of forms or creation of customized bid forms or Excel file for different stages of pre- qualification, technical & commercial etc., to suit specific requirements (checklist) of RFQ/enquiry posted.
3. The system shall also have the provision to generate templates dynamically depending upon the Buyer / Seller requirement.
4. System shall enable the bidder to respond against the techno- commercial attributes in the online template provided.
5. Facilitate upload of drawings, technical specifications, catalogs and other data along with the tender document.
6. Facilitate virus scan of uploaded documents before they are accepted and stored in the
7. e-Procurement system.
8. System shall facilitate capturing the commercial bid value in numbers based on the specific requirements of the tender. System shall facilitate auto conversion of numbers/values entered by the Bidders into words and shall not allow the Bidders to edit the amounts in words.
9. System shall have provision for capturing the deviations by the Bidder, if any.
10. The Enquiry notifications shall be visible to the eligible selected suppliers / contractors. For Limited /Single Tenders- All the suppliers marked by Purchase officer in the legacy system will be eligible. Once the tender is published the eligible supplier list in the enquiry cannot be changed. Any enquiry data transferred from legacy to the portal can be changed through proper revision number.
11. Allow on-line Enquiry / RFQ notifications search based on various parameters like Enquiry / RFQ number, Item /works description, date of notification, Bid due date etc. sort facility on the above parameters also to be provided.
12. Facility for vendor to upload documents during clarifications even after techno-commercial bid opening, prior to price bid opening, based on BHEL authorization.
13. Facility to upload Minutes of meeting
14. A web based application similar to live portal for viewing shall be provided. Daily incremental transfer of data, attachments etc., to BHEL server automatically from Service provider's server shall be done by the service provider. A complete documentation of application and database structure shall be provided with the above application. The application and database maintenance shall be in the scope of Service Provider. Service provider shall also be under obligation for maintenance of the application after the expiry of contract limited to fixing of bugs as and when required.
15. Online pre-bid session shall facilitate capturing the clarifications of the suppliers and enable the inviting authority to respond online immediately. System shall also facilitate definition of fixed duration for conducting the online pre-bid meeting through the e-Procurement system and shall allow the suppliers to post the requests for clarifications only during such defined period. System shall not allow the suppliers to post the queries after completion of defined pre-bid period
16. Corrigendum facility to be provided for the following
  - a. RFQ Due date and Part-II due date change

Enquiry No: 9471700089 / 03.10.2017

- b. Adding fresh attachments
  - c. Addition / Deletion of Item, Vendor
  - d. Change of Quantity
  - e. Change in terms
  - f. Change in Header / Item attributes.
  - g. Any other like Differential RFQ - selective corrigendum
  - h. Provision to give corrigendum to the selected sellers and In that case system should retain the offers submitted by other bidders.
  - i. Bid deletion in case of differential RFQ in .xls mode i.e. delete the bid with intimation only for the supplier whose scope has been modified.
  - j. If the corrigendum is common for the tender and not a "Date corrigendum", then it can delete the previous bids already submitted. Also provision should be made in the system with an option Retaining / Deleting the previously submitted bids.
  - k. If the corrigendum is for selective vendors it should be for the selected vendors alone.
- 17.** All Corrigendum should facilitate workflow based approvals with customizable e\_mail triggers.
- 18.** System shall save the entire discussion held through the online session and shall not enable editing/deletion of contents in the session.
- 19.** POP UP message box/ dashboard intimating all actions like clarification / workflows to and from Vendor / Indentor / Buyer to be provided as and when the user is logging in the system.
- 20.** Dashboard for all actions like clarification / workflows / Pending activities to all e-Procurement users to be provided as and when the user is logging in the system.
- 21.** Display clearly, on appropriate screens, the System (Server) time in IST (Indian Standard Time) and the time left in hours and minutes for the closing of the bid submission.
- 22.** System should not allow submission of bid without filling or responding to mandatory requirements.
- 23.** Provision to regret the tender as whole and item wise, in case the bidder chooses to do so. Provision to enter remarks for regret should also be provided.
- 24.** Allow submission of a bid prior to the bid submission deadline System shall implement time-stamping facility to ensure the exact submission date and time of a bid is recorded (i.e. the date and time on which the documents are received on the server)
- 25.** Allow Suppliers / Contractors to save their bid as a draft and should also provide the facility to modify their bid until the tender due date and time.
- 26.** System shall implement access controls to ensure that BHEL users or Service provider or any other individuals have no access to the bid responses being prepared by the suppliers / contractors till tenders are opened.
- 27.** Prior to final submission of bid, the bidder should be able to view the complete Bid in draft mode as entered in the system and the system should mandate the Bidder to encrypt and digitally sign the bid offer document.
- 28.** Prevent bid submission or bid modifications or withdrawals after the tender due date and time
- 29.** System shall issue an online acknowledgement at the end of bid submission duly indicating the list of files uploaded by the Bidder, date& time of uploading etc. it should

Enquiry No: 9471700089 / 03.10.2017

also be possible for the bidder to download submitted bid in date & time stamped pdf format.

30. System shall perform field level validation controls as applicable.
31. During bid submission, system shall display the errors/gaps with clear pointers to the fields having gaps/errors in the information provided by the Bidders in each page of bid submission forms.
32. Upon completion of filling the bid submission forms and uploading all the attachments, system shall display a consolidated view of completeness of information provided by the Bidder in bid submission forms. System shall ensure that mandatory requirements/ attachments/documents are submitted by the Bidder before submission of the bid. System shall facilitate print preview and print facility for all the forms filled and saved by BHEL including list of all attachments and also with RFQ index.
33. The system shall provide a facility for online viewing of the bidding template against every tender by the BHEL tender owner.
34. If the document validation fails, system automatically displays appropriate notification to bidders. System should display appropriate error message to user and reject the document submission of the Bidder.
35. The system shall facilitate submission of price bid using the currencies allowed for the respective bid and shall also facilitate selection of item wise applicable currency in the bid. System should provide facility for entering exchange rates for calculation of online comparative statement. This can be provided before preparation of Comparative Statement in a separate loading page,
36. Should support offline payment mechanism wherein the Bidder purchases the appropriate instrument for EMD/BID Security and provides the details in the system.
37. Bid documents, shall be decrypted only at the time of bid opening date and time. Till the time of bid opening, it shall remain in encrypted manner.
38. System shall ensure Symmetric / Asymmetric (PKI based) of the bid at client's end before submission and submitted bids shall remain locked by the system until the designated bid opening date and time.
39. The e-procurement system shall allow to encrypt by DSC or Symmetric Pass-phrase and allow submission only after digitally signing the bid document.
40. Protect submitted bids from being viewed/edited (even by system administrators) before the bid opening date & time prescribed for technical and commercial bids.
41. Every attempt to gain access to locked bids must be recorded in the system's logs.
42. Access to enquiry responses at various stage (e.g. Pre- qualification, technical and commercial bid evaluation).
43. The system shall provide a facility to evaluate item wise vendor wise Acceptance/Rejection/Comments which should be recordable during evaluation.
44. System shall provide Loading template for evaluation of bids before price bid opening. Provision shall also be there for changing the Loading after clarification from bidder(s) during evaluation stage. Also, the Comparative Statement should reflect the final loading.
45. CS generation in comparison with PPO / LPP price / estimates, (Data will be transferred from BHEL's end / Provision to feed in the PPO/LPP in prior generating CS).
46. System shall enable BHEL user to extend the bid opening date using the corrigendum duly recording the reasons for extension with approval work-flow.

Enquiry No: 9471700089 / 03.10.2017

47. System shall enable simultaneous unlocking of all bids of the same type in each phase. (i.e. all eligible unpriced offers first, followed by priced offers of techno-commercially acceptable bidders, etc.)
48. The system shall have the provision for substitute bid openers / decrypter facility.
49. Online tender opening event as per extant standard guidelines.
50. The bids shall be displayed to the bidders without loading factors for a given period.
51. Data transfer from BHEL's legacy back end to EPS and vice versa
52. After the bids are opened, the entire bid data and documents including all attachments shall be generated into a PDF and other downloadable format to interface with BHEL back end.
53. System should capture milestone events with time stamp like Publishing of tender, Opening of tech bid, technical evaluation, price bid opening, proposal approval, PO placement etc (defined by BHEL) to calculate the time taken RFQ-PO.
54. Provision for Discussion (Inviting opinion / comment on workflows)
55. The system should have functionality for workflow based approvals with customizable e\_mail triggers for the following modules.
  - Tender Publishing,
  - Tender opening,
  - Techno-Commercial Evaluations,
  - Note-sheets etc.
  - Auditor's view
  - Clarifications with attachment and signing (within BHEL and with/by Bidder(s), directly to seller from evaluator with CC to tender owner) along with features of an email facility like read/ unread messages, sending, forwarding etc.
  - Discussions
  - Branch out /Transfer.
  - Corrigendum.
56. All tender related data shall be viewable in all the workflows at all levels. Comment boxes to be provided in all workflows with save, save as draft, review, approve, transfer, initiate discussion and file attachment options.
57. Auto complete and sort by First name to be done for all the search option.
58. Text alerts & Caps lock ALERT may be displayed while entering password and wherever required.
59. Provision for saving the list of approvers as a group to be provided for using in workflows.
60. Viewing Provision for HOD / section heads of respective Purchase Group to monitor the Tenders pertains to his group.
61. Tender specific History of all workflows, clarifications, discussions, corrigendum etc.
62. Provision of creation of single indexed pdf. file of the RFQ with all events and attachments.

## 6 . GENERAL REQUIREMENTS

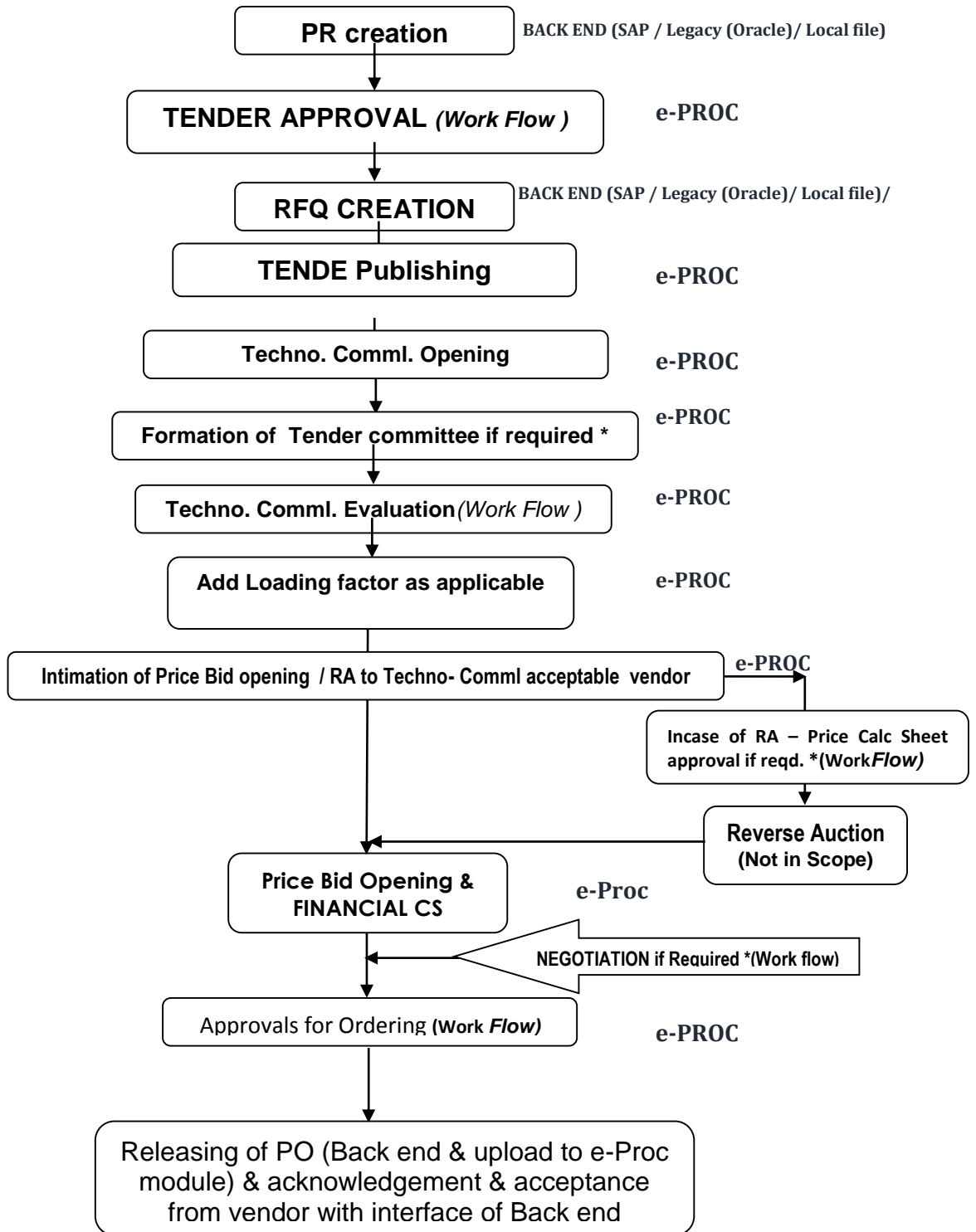
1. System should ensure that logs are accessible only by authorized personnel.
2. If user closes Web browser or does not perform any activities on the system for a certain period of time: System uses a time limit of inactivity. If the session of a certain user is idle for longer than the predefined time limit, system automatically signs the user out.
3. Support configuration of roles such as the system administrators who will create and manage user profiles, super user for the overall control, other BHEL users for publishing

Enquiry No: 9471700089 / 03.10.2017

of enquiries/auctions / reporting purposes etc.

4. Maintain audit logs of such activities for future referral, dispute resolution, MIR generation, etc. For each user/role defined in the workflow, system shall facilitate definition of a cover user/alternate user who can perform the designated functions in absence of the main user. The requests for processing/approval in the e-Procurement system shall be automatically routed to the cover user in case of non-availability of main user.
5. Provision to be made to know the latest position of a given RFQ no for more no. of RFQs are to be floated thro; e-procurement there must be a provision to know the latest position of a given RFQ present.
6. Server shall be located in India
7. The system shall be configured for high-availability and available for 24x7 operation. The service provider shall ensure availability of proper backup and retrieval system for the data related to BHEL. Bidder to submit details of business continuity and disaster recovery system is in place for smooth and uninterrupted operation of the system. The following shall be ensured:
8. High-availability and 24x7 operation.
9. Global access.
10. Platform independent (OS / Browser) access by users.
11. Documentation or User Manual (audio visual) is to be provided for both the Buyer and Seller for using the portal updated periodically as and when the system undergoes changes. An exclusive module for customer complaint handling - with reports on complaints registered as on & upto date - Compliant status - Customer care taker name - Escalation mechanism

**INTERFACE WITH LEGACY SYSTEMS - e-PROCUREMENT PROCESS FLOW**



Enquiry No: 9471700089 / 03.10.2017

### Functional Requirements

- System shall ensure Symmetric / Asymmetric (PKI based) of the bid at client's end before submission and submitted bids shall remain locked by the system until the designated bid opening date and time.
- System shall have separate facility for digital signature certificate verification before login.
- System shall have provision to display the validity of users DSC after login.
- System shall have provision to display Last login details soon after Login.
- System shall maintain detailed audit trails for the preparation of Bidding Document by BHEL users and Bid submission activities performed by the suppliers / contractors in e-Procurement system. Such audit trails shall capture the details of date and time stamps, users etc.
- System should ensure that the Bidder signs each supporting document with the DSC in the system.
- While the Bidder uploads a document, the system must perform following minimum validation checks, in order to ensure the documents compliance with the system specifications.
  - a) System checks that document is digitally signed
  - b) System verifies the validity of the digital signature of the Bidder against the Certificate Authority revocation list
  - c) System should verify/ ensure that documents are encrypted
- System shall support signing the supporting documents using the digital signature certificate of the Bidder.
- Facilitate double authentication of Bidders - first at the time of login on system then again at the time of submitting the technical and commercial bids, This is in order to validate that the session has not expired at the time of actual bid submission.
- Maintain audit trails for entire tender lifecycle (for detailed requirement on Audit trail see Appendix-A to Functional Requirements), from enquiry creation to bids received and selected. If any bids are rejected, system should record for what reasons and by whom. All actions of Bidders should also be tracked (necessary to avoid litigations).
- System shall facilitate entrusting the bid opening responsibility to two or more individuals as identified for respective tender and system shall enable opening/decrypting the bids only using the DSCs / Pass phrase of the bidder, together, of such identified bid opening officers for the bid.
- Decryption of the bids submitted by the Bidders should not be done at the Web Server on receipt of bids and shall be done only when opening of respective bid content (technical or commercial based on the stage of bid evaluation) is required.
- System shall maintain detailed audit trails for the preparation of Bidding Document by BHEL users and Bid submission activities performed by the suppliers / contractors in e-Procurement system. Such audit trails shall capture the details of date and time stamps, users etc.
- Allow periodic downloading of archived documents/data by BHEL through a separate link for enquiries that have completed the Procurement process. A web portal on BHEL server with software platform specified by BHEL to be provided for viewing (similar to live portal) / printing / downloading the data.
- **AUDIT TRAIL:**
  - System should track Login & Logout Time of each and every user and maintain a log of the same.
  - System should track each and every page a user Visits and maintain the log of the same.
  - System should track the web statistics as how many visitor visited, pages viewed, bandwidth used on daily basis.
  - In case original content is modified, then system should be able to generate copy of original content as well as new, modified content.
  - System should also be able to generate Database Access Report for a period as required.
  - System should also be able to generate FTP Access Report for a period as required.
  - System should also log all Intrusion Attempts and alert the Administrator.
  - System should also maintain Server Up Time and Down Time log.

Enquiry No: 9471700089 / 03.10.2017

**ANNEXURE - A**

S.N.	CHECK LIST on SCOPE	Please Tick	
		<input type="checkbox"/>	<input type="checkbox"/>
1.	Provision for uploading Purchase Requisitions (Format will be provided)	Yes	No
2.	Uploading / Update of directory like Vendor, Material etc.,	Yes	No
3.	Creation / uploading / configuration of Enquiries	Yes	No
4.	Provision to create quotation Templates (Techno Commercial / Price)	Yes	No
5.	Publishing of Enquiries along with all attachments without size limitation	Yes	No
6.	Pre-viewing of the Enquiries before publishing	Yes	No
7.	Work-Flow feature for approvals at various level	Yes	No
8.	Data transfer facility from back-end to e-Procurement portal	Yes	No
9.	Provision for Addenda/ Corrigenda / Cancellation of enquiries	Yes	No
10.	Availability of Enquiries to selected registered vendors	Yes	No
11.	Online clarifications with vendors	Yes	No
12.	Bidding along with all documents in required formats by the bidder without size limitation	Yes	No
13.	e-mail alerts to Suppliers / Contractors / BHEL users regarding various events like publishing of enquiry, tender opening, amendments etc.	Yes	No
14.	Provision for Price Impact/ Revised bidding	Yes	No
15.	Tender Opening Event with Bid opening (Technical / Price)	Yes	No
16.	Online Comparative statement enabled with Loading template to feed the data (eg. Ex. Rate, Loading values) (Techno Commercial / Price)	Yes	No
17.	Provision for counter offering L1 price to other vendors	Yes	No
18.	Provision for transfer quotation data in the required format to interface with backend.	Yes	No
19.	Provision for generation of various reports for Bidder/BHEL	Yes	No
20.	The e-Procurement system must have been audited and certified by STQC with valid certification as on date of bid submission.	Yes	No
21.	There will be minor additional requirements which will surface during the stage of implementation. These requirements have to be carried out without any additional cost.	Yes	No

Enquiry No: 9471700089 / 03.10.2017

**ANNEXURE - E**

**LIST of MAJOR BHEL UNITS**

<b>Sl</b>	<b>BHEL Plants / Location</b>
1	HPBP-Trichy
2	EDN- Bangalore
3	BAP-Ranipet
4	HEP- Bhopal
5	PEM-Noida
6	HEEP -Haridwar
7	HPEP - Hyderabad
8	EPD-ISG Bangalore
9	BHEL RoD, Chennai, Mumbai
10	HERP Varanasi
11	TBG- Delhi
12	Jhansi
13	IP & CSU FP Jagdishpur
14	CFP-Rudrapur
15	CFFP Haridwar
16	HPVP Vizag
17	REGIONs - (NR,ER,WR &SR)
18	CORP R&D Hyderabad

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

**2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

**4. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

Enquiry No: 9471700089 / 03.10.2017

**5. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Security and Safety Rules**

The Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instruction issued to them from time to time. The contractor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of BHEL that may prejudice the interests of BHEL

**9. Discipline**

Employee(s) engaged/deputed for the subject job by the contractor shall maintain punctuality and discipline.

**10. Indemnity**

The contractor hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, shops & Establishment Act, Family pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof. BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) /labourer is engaged in the BHEL 's duty under the contract.

The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL.

Enquiry No: 9471700089 / 03.10.2017

### **11. Contractor's Obligation**

The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, Employees' Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923 Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

Even if the Tender is published on the last day of the contract, It will be binding on the service provider to complete all stages of the Tenders up to indication of award of contract and handing over of the data in DVD.

Vendor will dispatch by courier- two copies of DVDs every financial quarter to each applicable unit with following directory structure and content.

- a. F.Y./Unit Name/Month (Level-1)
- b. Each Level-1 folder to contain sub-folders (Level-2) with Tender Number as folder name.
- c. Each Level-2 Folder to contain further sub-folders (Level-3) and one pdf file named as TenderNo\_Tender\_Summay.pdf as following nomenclature and content.

-The complete history of the Tender processing and consolidation of all the documents provided by BHEL and Vendors/Contractors including clarifications, pre-bid-discussions, negotiations, comparative statement uploaded and award of contract uploaded by BHEL etc. in sequence in single pdf document signed by the private key of the service provider with filename < TenderNo\_Tender\_Summay.pdf >.

-Vendor wise folders of all the bid documents submitted along with hash/checksum and digital signatures.

-One BHEL folder with documents provided by BHEL and with hash/checksum and corresponding signatures.

-One additional pdf file called index.pdf containing the list of files available in the older.

### **12. PRICES, TAXES AND DUTIES**

The Bidder should quote firm prices / rates inclusive of all the cost element excluding GST applicable for the contract period as indicated in the bidding document and no variation on above account will be allowed during execution of the Contract. GST shall be indicated separately.

### **13. INSURANCE POLICIES**

The Contractor shall at his own cost and initiative takes out and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.

### **14. INCOME TAX**

The Company as per the provisions of the Income Tax Act shall make Income Tax deductions, as applicable, at source.

### **15 GOVERNING LAWS & JURISDICTION**

The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at Trichy-Tamandua State which shall have exclusive jurisdiction.

Enquiry No: 9471700089 / 03.10.2017

#### **16 .CONTRACT AGREEMENT**

The successful Bidder shall be required to execute a Contract Service Level Agreement with BHEL as per proforma attached with this document on the non-judicial stamp paper of value Rs. 100/-. The cost of stamp paper shall be borne by successful Bidder.

#### **17. NODAL AGENCY**

BHEL's authorized representative shall be the Nodal Officer/Nodal Agency for this work.

#### **18. ORDER OF PRECEDENCE**

In case of contradiction between Special Conditions of Contract, Scope of Work, Specifications and Schedule of Rates, the following shall prevail in order of precedence:

- ii) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any and its enclosures such as Schedule of Rates etc.
- iii) Scope / Specifications
- iv) Special Conditions of Contract

#### **19. TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY**

- Bidder will defend all actions against BHEL claiming that the software infringes any trade secret, copyright or duly issued patent or any other reputes of third arties, provided Bidder is notified promptly in techno-commercial bid itself .Bidder shall compensate BHEL for any expenses, damage or loss suffered as a result of any claims or proceeding against them for of any intellectual property reputes of third parties as aforesaid.
- Bidder shall be responsible for all liabilities arising if
  - a. Damage of data, database or any other program residing in their computer, computer system or computer network is caused;
  - b. Denies or causes the denial of access to any person authorized to access any computer, computer system or computer network by any means;
  - c. Provides any assistance to any person to facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;
  - d. Tampering with computer source documents.
  - e. Hacking with Computer System.
  - f. Breach of confidentiality and privacy.

#### **20. DELAYS IN THE BIDDER'S PERFORMANCE:**

Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -

- (a) Invocation of its EMD.
- (b) Imposition of Penalty for server down time, and/or
- (c) Termination of the Contract for default.

Enquiry No: 9471700089 / 03.10.2017

**21. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

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

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security Deposit (SD):**

**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:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

Enquiry No: 9471700089 / 03.10.2017

iv) 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)

v) 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)

**General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

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

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.**

**Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

## **22. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

Enquiry No: 9471700089 / 03.10.2017

4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

### **23.Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

### **24. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

### **25 Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

### **26. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury

Enquiry No: 9471700089 / 03.10.2017

loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**27. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**28. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**29. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

Enquiry No: 9471700089 / 03.10.2017

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

### **30. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
  - b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
- BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

**HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

### **31. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

Enquiry No: 9471700089 / 03.10.2017

### **32. Termination of the Contract**

BHEL reserves the right to terminate the Contract, without giving any reason whatsoever, at any stage during the currency of the Contract based on the contractor's performance or for any other reason, by giving 30 days notice in writing.

BHEL shall have the right to terminate this CONTRACT if:

The Service Provider fails to provide services or contractual obligations in accordance with the provisions of this contract.

The Service Provider suspends the performance of all or part of the services,

or

The Service Provider abandons to the services,

or

The Service Provider becomes bankrupt or goes into receivership

or

liquidation or makes an assignment for the benefit of his creditors.

In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices/ EMD / Security Deposit, as the case may be), shall be released to them.

The contract may be short closed after a period of two years from the date of award of contract / date of operationalization of portal with notice period of three months in case in-house solution or integrated ERP system is deployed in BHEL

### **33. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

### **34. Payment terms**

- Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
- No escalation of prices shall be permitted on any ground.
- Payment will be made only after the submission of triplicates of original signed invoice along with necessary supporting documents with Certification by respective area Engineer in charge.

### **35. Submission and Processing of Bills:**

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further

Enquiry No: 9471700089 / 03.10.2017

claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

**36. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

**37. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**38. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

**39. Refund of Security Deposit:**

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**40 Force Majeure Clause:**

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages if and to the extent such delays or failure of performance is caused by occurrence such as Acts of GOD or the public enemy, expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Government authority, acts of war, rebellion, sabotage or damage resulting there from, explosion, riots or legal strikes. The contractor shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the BHEL Nodal Officer/Nodal Agency for this work

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other

Enquiry No: 9471700089 / 03.10.2017

within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled

to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

#### **41. Arbitration:**

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled as per the Guidelines of the Govt. of India.

However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.

#### **42. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

#### **43. Liquidated Damages (LD)/Penalty:**

The Service provider shall ensure that e-procurement website as well as complete hardware/ software supports are available round the clock (24\*7). The Service shall be made available with same speed for 250 concurrence user without slow down its operation speed.

BHEL may impose penalty as deemed fit for non-availability of service. LD @ 0.5 % of Value of the event rate per day or part thereof subjected to a maximum of 10% of Value of the event rate per day will be levied.

In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

#### **44. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / sub - vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

Enquiry No: 9471700089 / 03.10.2017

**45. Suspension of business dealings with suppliers / contractors:**

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

**46. Risk Purchase:**

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited**

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1.0 CRITERIA FOR AWARD OF WORK:**

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".

The criteria for award of work shall be **Package Wise L1 basis**.

1. Package Wise L1 based on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
2. L1 will be arrived on total package basis on the quoted value

**2.0 CONTRACT PERIOD**

1. Duration of contract shall be for two years. However, the contract may at the sole discretion of BHEL to be extended further on same terms and conditions of the contract based on satisfactory performance.
2. The system shall be operationalised to start e-Procurement within 3 (Three) months from the date of Acceptance of Order.

The above period is inclusive of demo, training and customization.

**3.0 FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":**

**3.1** "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com))."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

Enquiry No: 9471700089 / 03.10.2017

**“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”**

**3.2** The business rules for Reverse Auction (RA) are as follows:

- i) Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- ii) BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- iii) Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- iv) Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- v) Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
- vi) BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at “TOTAL COST to BHEL”, like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- vii) RA shall be conducted on a pre-determined Date and Time.
- viii) At the end of RA, the lowest Bid Value will be known on the Network.
- ix) Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
- x) Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

#### **1.0 INTEGRITY PACT AGREEMENT:**

**The Integrity Pact attached with this Tender (Annexure-A) is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.**

**INTEGRITY PACT (AGREEMENT FORMAT)**  
**INTEGRITY PACT**

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**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, Contract/s for .....  
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

A. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

B. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

C. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Enquiry No: 9471700089 / 03.10.2017

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.
- The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Tender process and exclusion from future Contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

## **Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

Enquiry No: 9471700089 / 03.10.2017

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors**

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against

Enquiry No: 9471700089 / 03.10.2017

such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....  
For & On behalf of the Principal  
(Office Seal)

.....  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....

.....

.....

.....

**PART-II (PRICE BID)****ANNEXURE-II**

1. The estimated volume of business is approx. 50,000 (fifty thousand) e-procurement events for this contract which shall be valid for a period of two years.
2. Quantity variation may be to the extent of  $\pm 30\%$  as applicable.
3. The system shall be operationalised to start e-procurement from 06.01.2018 (Go-Live date).
4. BHEL reserves the right to short close the contract before the expiry but not less than one year on a notice period of three months.
5. If the tender(s) is published on the last day of the contract period, the service provider shall continue the support till the completion of the said tender(s) through its portal

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Total Value in ₹ (b)
1	Rate/Event approx. 50,000 (fifty thousand)	No's	approx. 50,000 (fifty thousand)	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
Total amount ( Excluding GST ) (A) ( ₹ )					
GST @ ..... % (B) ( ₹ )					
Total amount ( Including GST ) (C=A+B) ( ₹ )					

**NOTES**

1. The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
2. The Tenderer has to quote the Rate / Unit only.
3. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
4. Quotation should be valid for a period of 180 days from the date of Tender opening
5. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties". The contract will be awarded to only one contractor based on the total value of the offer (package basis L1) In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
6. No other pre conditions along with your offer will be entertained by BHEL
7. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
8. Applicable GST at the time of execution of contract shall be payable to vendor.