

An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT

TITLE
Implementation of e-Procurement Solution in
BHEL units

Phone: +91 431 2577331 / 2575049 Fax : +91 431 2520 719

Email: srchandran@bheltry.co.in

Reference Number: Date: 26.02.11 Due date for submission of offer: 24.03.11

BHEL is planning to implement e-Procurement solutions in a phased manner to all its units having **SAP / Legacy** back end systems Located all over India .

BHEL technical terms & conditions and all annexures can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharath Heavy Electricals Limited) under reference "2651100005"

Offer should reach us before 14:00 hours on the due date of 24.03.2011.

Yours faithfully,

Sr. MANAGER / CAPITAL PURCHASE / MM

सं एच इं एव

ENQUIRY (INDIGENOUS)

BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) HIGH PRESSURE BOILER PLANT PURCHASE DEPARTMENT - FOSSIL BOILERS

PHONE: 2577645 GRAMS: BHARATELEC FAX NO: 2520719

E-mail: srchandran@bheltry.co.in Web:www.bhel.com or tenders.gov.in

Page

1/1

429-002/A

Vendor Code : Vendor Name :	Enquiry No	Enquiry Date	Due Date for Quotation
	2651100005 - 49	26.02.2011	24.03.2011

THIRUCHIRAPALLI - 620014

TAMILNADU (INDIA)

Please quote Enquiry No, Date and due date in all correspondences.

This is only a request for quotation and not an order

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10		NO	8000	8000	31.07.14
TOTAL	NUMBER OF EVENTS IS 8000nos				

DETAILS AS PER ENCLOSED TENDER SPECIFICATIONS

e-Procurement solution

General Note:

NOTE:

- PLEASE SUBMIT YOUR DETAILED OFFER IN TWO PART BID SYSTEM i.e PART-1. EMD AMOUNT TWO LAKH ONLY IN ONE SEPARATE SEALED COVER AND PART-II. TECHNICAL AND COMMERCIAL (UNPRICED BID) IN ANOTHER SEALED COVER.
- 2.PART-II. PRICED OFFER IN ANOTHER SEPARATE SEALED COVER ALL COVERS DULY SUPERSCIBED WITH TENDER REFRENCE AND DUE DATE OF OPENING. THESE COVERS SHALL BE PUT IN A SINGLE COVER AND ADDRESSED TO US.
- OFFERS
- A) DEMANDING ADVANCE PAYMENT,
- B) DEMANDING EXEMPTION OF EMD
- C) WITH OFFER VALIDITY OF LESS THAN 5 MONTHS
- D) NON ACCEPTANCE FOR LD, RP & PBG CALUSE, WILL LEAD TO REJECTION OF SUBMITTED OFFER.
- 4. IF THE DUE DATE OF TENDER OPENING HAPPENS TO BE ON A HOLIDAY, THOSE TENDERS WILL BE OPENED ON NEXT WORKING DAYS.
- 5. CORRIGENDUM IF ANY (ie., CHANGE OF SPEC & EXTENSION OF DUE DATE ETC.) WITH RESPECT TO THE THIS TENDER WILL BE HOSTED ONLY IN THE WEBSITE (http://www.bhel.com or http://tenders.gov.in . YOU ARE REQUESTED TO GET UPDATED REGULARLY THROUGH THE WEB PAGES

Enclosures:

"LD clause has to be confirmed without fail."

'Payment to vendors will be made only thro E-Payment mode"

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully, FOR BHARAT HEAVY ELECTRICALS LIMITED

> MANAGER / PURCHASE (FOSSIL BOILERS)

S. RAMMENANDRAN

Senior Manager Purchase/CP, SP&WC BHEL, TRICHY - 620 014.

e-Procurement TENDER SPECIFICATION

BHARAT HEAVY ELECTRICALS LTD

Regd. Office: BHEL HOUSE, Siri Fort, New Delhi.

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GENERAL CONDITIONS and INSTRUCTIONS TO BIDDERS (GCITB)

1.0 INTRODUCTION

Bharat Heavy Electricals Ltd, a Govt. of India undertaking is the largest engineering enterprise of its kind in India and one of the major power plant manufacturers in the world. BHEL is planning to implement e-Procurement solutions in a phased manner to automate the procurement process to all its units having **SAP / Legacy** back end Located all over India having various systems including SAP. The objectives of the proposed e-Procurement solutions are

- To implement internet based e-Procurement system which reduces effort and amount of time required in the procurement process.
- ii) To maximize integration in procurement process from Indent to Vendor Payment.
- iii) To increase transparency in procurement process.

The estimated business volume is around 8000 events for this contract (1st Year-1000 events, 2ndYear -2000 and 3 Year -5000 events).

2.0 **DEFINITIONS**

With respect to this document, the following definitions shall apply:

"INSTRUCTIONS TO BIDDERS" shall mean the documents describing in which manner BIDDER shall prepare and submit his BID.

"NOTICE INVITING TENDER"(NIT) shall mean BHEL'S request to BIDDER for a BID/TENDER together with the Bidding Document.

"TENDER" or "BID" shall mean BIDDER'S offer to perform the WORK, in accordance with Bidding Document.

"TENDER DOCUMENT" or "BIDDING DOCUMENT" shall mean the documents listed in the MASTER INDEX, and any subsequent addendum or corrigendum or amendment.

"BIDDER" or "TENDERER" shall mean the Person or Company who received/purchased/downloaded the Bidding Document and submitted their Bid.

3.0 <u>INFORMATION REQUIRED WITH BIDS</u>

The following documents/ information as per proformas enclosed in the bid document is required to be submitted in duplicate (Original + One Copy) along with un priced Bid. These entire documents shall be submitted in two separate file covers. BHEL shall not be responsible for loss of any sheet/document, if submitted in loose condition or through improper filing.

- a) EMD (Rs. 2,00,000) shall be submitted in the form of crossed Demand Draft/ Pay Order in favour of "BHARAT HEAVY ELECTRICALS LIMITED".
- b) Check list for submission of bid as per format attached as Annexure-I to GCITB.
- c) Bid Compliance Statement in the format attached as Annexure-II to GCITB.
- d) Past experience of providing similar services as Annexure-I 11 to GCITB.
- e) Financial Statements as per Annexure-IV to GCITB. Bidder shall also submit net worth of latest Financial year
- f) Bank Account particulars as per Annexure-V to GCITB.

- g) Copy of Certificate of Incorporation or Memorandum and Article of Association.
- h) Power of Attorney in favour of Authorised Signatory of the bid document.
- i) Copy of PAN Card and copy of income tax return filed by bidder during last financial year.
- j) Original Bidding Document duly signed and stamped on each page.
- k) Documents required for establishing the Bidder's qualifications as per para 4.0 of GCITB.
- Security Check points duly filled, signed & stamped.

4.0 BID EVALUATION CRITERIA

- 4.1 The BHEL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.
- 4.2 The bids without requisite EMD will not be considered and bids of such bidders shall be rejected.
- 4.3 BHEL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been returned with signed all the pages and the bids are generally in order.
- 4.4 BHEL will examine the bidders qualification as per Invitation for Bids (IFB) and bids of only those bidders who meet the qualifying requirements shall be taken for detailed evaluation.
- 4.5 The bids are required on ZERO DEVIATION. However, in case any bidder has given any deviation / stipulation, the same shall be checked and if found not acceptable, bidder shall be asked to withdraw the same without any financial implication. Bidder(s) who withdraw the deviations / stipulations, their bids shall be considered for further evaluation. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation

5.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process

6.0 LANGUAGE OF BID

The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

7.0 EARNEST MONEY DEPOSIT (EMD)

Earnest Money is to be paid by the Tenderer either in Cash (as permissible under Income Tax Act), Pay Order (or) Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, Tiruchirapalli payable at Tiruchirapalli.

EMD by the Tenderer will be forfeited as per Tender Documents, if

- 7.1 After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates
- 7.2 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 the Contract.

EMD given by all unsuccessful Tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful Tenderer.

EMD shall not carry any interest.

8.0 PLACE & ADDRESS FOR SUBMISSION OF BIDS

SENIOR MANAGER

CAPITAL PURCHASE

Building No.24, IV Floor

BHEL, Trichy - 14.

9.0 **OPENING OF BIDS**

Unpriced Part of the Bid (i.e. Part-I: Techno-Commercial Bid) shall be opened in the presence of the authorised representative of the bidders on the same day of submission of Bid at the time as mentioned in GCITB at

CAPITAL PURCHASE

Building No.24, IV Floor

BHEL, Trichy – 14.

During the opening, only name of Bidder and whether EMD is furnished shall be informed and no other details/ information shall be given.

Bid received without EMD of requisite amount or with EMD not in the requisite form shall be rejected. Such bid shall be returned to the respective bidder and representative of such bidder shall not be allowed to attend the bid opening.

Price Part of the Techno-Commercially acceptable bidders shall be opened at a later date to be communicated after detailed evaluation of their bids. During opening of Priced Part, names of Bidders and their quoted total prices shall only be read. No other details/information shall be given.

10.0 PRICES, TAXES AND VARIATION OF RATES

The Bidder should quote firm prices / rates inclusive of all taxes & duties, all permits & Levies, Personal Tax & Corporate Tax etc. as applicable for such works / services (but excluding service tax) for the contract period as indicated in the bidding document and no variation on above account will be allowed during execution of the Contract. The prices quoted shall exclude all Taxes and duties applicable which shall be indicated separately. Service Tax and statutory variation on Service Tax payable extra against documentary evidence within contractual completion period.

11.0 **BID VALIDITY**

Bid submitted by bidder shall remain valid for a period of 5 (Five) Months from the date of opening of Bid. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such event, the Bid shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Bidder.

12.0 BID SUBMISSION

	Bids	shall	be submitted	in single stage two	bid s	ystems, as	per following
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ENVELOPE-I: "PART-I:	TECHNO - COMMERCIAL	PART"
NAME OF WORK:		
BIDDING DOC. NO.:		
FROM : [NAME & ADDRES	SS OF BIDDER]	

This envelope shall contain (i) Techno-Commercial (Part-I) of Bidding Document in original duly stamped and signed on each page (ii) EMD, (iii) Techno-Commercial details including all supporting documents in two copies marked "Original" and "Duplicate" as per check list included as Annexure - I and clause 3.0 of GCITB duly signed and stamped in each page.

ENVELOPE-II: "PART- II: PRICE PART"

The following details are to be written on the top of the envelop	e:
NAME OF WORK:	
BIDDING DOC. NO.:	
PRICE PART (DO NOT OPEN)	

FROM: [NAME & ADDRESS OF BIDDER]

The Bidder shall submit only price/ Rates as per Schedule of Rates without any condition. Condition indicated, if any, in the Price part shall not be taken cognizance of and such bid may be rejected without assigning any reasons thereof.

The name of work, Bidding Document no., due date of submission and the name of the bidder shall be prominently written on top of the envelope.

The prices shall be filled up both in figure and in words and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be signed by the authorised signatory.

13.0 EVALUATION OF PRICE BIDS

- 13.1 Prior to price opening of bids, BHEL will determine whether each bid is accompanied by required EMD, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document.
- 13.2 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. The Rates(s)/Prices(s)quoted by the Bidders shall be arithmetically checked and contract shall be awarded to bidders quoted lowest (L1) rates.
- 13.3 If some discrepancies are found between the rate given in words and figures, the rate in words shall be taken as correct.

14.0 PRE BID MEETING

Pre bid meeting shall be held from 31.03.2011 with all the Bidders who are desirous to work. The pre bid meeting shall be held at PURCHASE CONF. HALL, IV-FLOOR, 24 Building, BHEL,TRICHY-14 if there is a change in the venue, the same will be communicated in advance.

15.0 BID WITH INCOMPLETE INFORMATION

All information / document shall be furnished as per Clause No. 3.0 above. Completeness of bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently. Bid with incomplete information is liable for rejection. In case of any doubt in understanding, bidder must seek confirmation from BHEL before submission of offer.

16.0 CONTRACT DOCUMENT

The successful Bidder shall be required to execute a formal agreement in accordance with the Agreement format attached with the Bidding Document, within specified period.

Contract Documents to be signed between BHEL & selected Bidder shall consist of the following:

- (I) Agreement on stamp paper of appropriate value
- (II) Fax of Acceptance
- (III) Detailed Letter of Acceptance
- (IV) Original Bidding Document
- (V) Addendum issued to bidder, if any.

17.0 GENERAL

- (i) Bidders shall ensure submission of complete information/documents at the first instance itself. BHEL reserves the right to complete the evaluation based on the details furnished by the bidders without seeking any additional information.
- (ii) Telex/Telegraphic/Telefax/E-mail Bids, Joint venture/Consortium Bids will not be accepted
- (iii) BHEL reserves the right to reject any or all Bids at their sole discretion without assigning any reasons thereof. BHEL also reserve the right to annul the Bidding process without assigning any reason thereof.
- (iv) Bids not received by the due date and time shall be rejected and representatives of such Bidders shall not be allowed to attend the Bid opening.

18.0 AGREEMENT

The successful Bidder shall be required to enter into a formal Contract agreement and non-disclosure agreement with BHEL within Thirty (30) days of the award of the Contract.

CHECK LIST FOR SUBMISSION OF BID ANNEXURE-I

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Techno-Commercial Part" [Part-I]

Please tick (✓) the box and ensure compliance

EMD of requisite amount is submitted in the form of Crossed DD/ Pay Order/ Banker's Cheque as mentioned in IFB, in separately sealed envelope marked "Earnest Money Deposit".

1	Submitted in the form of Crossed DD/ Pay Order/ Banker's Cheque	Rs
2	Crossed DD/ Pay Order/ Banker's Cheque Dated (Name of Bank)	_ Drawn on
<u>3</u>	<u>Validity of Bid</u> shall be 5 (Five) months from the date of opening of Techno-commercial Part of Bidding Document	YES
4	Past experience during last 2 (two) year YES	Submitted for the years 1 2 3
5	Power of Attorney in favour of person who has signed the Bid, in stamp paper of appropriate value or declaration of proprietorship as per clause 3.0 of IFB	Submitted. Proprietary Organisation
6	<u>Bid Compliance Statement</u> (confirmation for no deviation stipulated in Bid) in the proforma enclosed in the Bidding Document	Submitted
7	Original Bidding Document including blank (un priced) copy of Price Bid/Schedule of Rates and addendum/corrigendum, if any, duly filled in, signed and sealed in each page.	Submitted
8	All pages/documents are stamped and signed by the authorised signatory of the bidder:	Submitted
9	<u>Price part</u> in original, duly filled in without any condition, signed by the authorised signatory and sealed in each page, submitted in separately sealed envelope marked "PRICE PART". Corrections, if any, also signed	YES
10	Copy of PAN and Copy of income tax return (indicating PAN) for the last financial year submitted	Submitted
11	Copy of Service Tax Registration from appropriate authority is furnished	Submitted
12	Bank Account Particulars (Annexure VI) duly filled in & signed by Bank.	Submitted
13	Unpriced copy of SOR	Submitted
14	Any other documents, which are specifically asked in GCITB /Technical Specification General Terms and Conditions included in the Bidding Document, in duplicate.	Submitted
15	Acceptance for LD& Risk Purchase Clause (as per clause 21 & 23 of GCITB)	YES
(with	NATURE OF BIDDER : n name of authorised signatory & designation) IE OF BIDDER : IPANY SEAL :	

ANNEXURE-II

(Please submit the following undertaking on your company's Letter head)

BID COMPLIANCE STATEMENT

NAME OF WORK: IMPLEMENTATION & SERVICES FOR e-PROCUREMENT SOLUTION DOCUMENT NO. :

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognised and shall be treated as null and void.

SIGNATURE OF BIDDER (with name of authorised signs)	gnatory & designation)	
NAME OF BIDDER	ž	

COMPANY SEAL

ANNEXURE-III

PAST EXPERIENCE OF SIMILAR SERVICES PROVIDED IN LAST 3 YEARS

OPK CLIENT	ADDRESS OF & NAME OF R IN CHARGE VALUE	STARTING DATE	SCHEDULE DURATION	ACTUAL DURATION	EVENTS COMPLETED

SIGNATURE OF BIDDER	:
NAME OF BIDDER	:
COMPANY SEAL	:

FINANCIAL DETAILS

<u>ANNEXURE-IV</u>

A. ANNUAL TURNOVER STATEMENT

The Bidder shall indicate here the turnover during preceding 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is attached.

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	REMARKS
2009-10		
2008 - 09		
2007 - 08		

- B. Net Worth : Reserve + Capital Accumulated losses
- C. Copy of Income Tax return filed within last 12 months is enclosed.
- D. PAN and Service Tax Registration:

PAN No. (Given by Income Tax)	Service Tax Registration

Copy of PAN Number and Service Tax registration are attached.

E. Details of Bank particulars (All details as per format attached)

Bidder confirms that they are not under liquidation, court receivership or similar proceedings.

(Seal & Signature of Bidder)

The Bidders are requested to furnish the original .EFT format in single page (as per ANNEXURE-V) along with the .Cancelled check (original or xerox copy)

ANNEXURE-V

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub- contractor											
02	VENDOR CODE assigned by BHEL											
	Details of Bank Account:											
03	NAME & ADDRESS OF THE BANK											
04	NAME OF THE BRANCH											
05	BRANCH CODE											
06	MICR CODE											
07	ACCOUNT NUMBER											
80	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT										
09	BENEFICIERY'S NAME											
10	IFSC CODE OF THE BRANCH											
11	EMAIL ID											
12	TELEPHONE/MOBILE NO.											
I / LIM / out Acc to b	RTIFICATE We hereby agree to receive the payments of the IITED by the National Electronic Funds Transfer above mentioned Bank Account. I / We also a count is a valid discharge of the liability of Bharbear the applicable Bank Charges for the above account is	er and/or agree that at Heavy ove mode	R7 pay Ele of	rGS men ctric trar	Tran its ma als L	sfer i ade to imite	mode the ed.	by c abov I / W	redi e m e al	it to ienti Iso a	o my oned igree	
	•											
AUTHORISED SIGNATORY WITH NAME SEAL											EAL	
	Banker's Ce	ertificati	on									
	confirm that we are enabled for receiving RTGS firm that the account number of (name of a							_	the		ed	
sign	atory and the MICR and IFSC codes of our Brane			-	_				4 G C I	.0112		
DA	h Membership No.	(Manager / Officer's) Signature Under Bank stamp and Name Seal ne / Mobile No.(

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

SPECIAL CONDITIONS OF CONTRACT

INDEX TO SPECIAL CONDITIONS OF CONTRACT

1. **DEFINITIONS** 2. **SECURITY AND SAFETY RULES** 3. DISCIPLINE 4. **INDEMNITY** 5. CONTRACTOR'S OBLIGATION **CONTRACT PERIOD** 6. 7. **SECURITY DEPOSIT** 8. PRICES, TAXES AND DUTIES 9. **INSURANCE POLICIES** 10. TERMS OF PAYMENTS 11. TERMINATION OF THE CONTRACT 12. INCOME TAX 13. **ARBITRATION** 14. **GOVERNING LAWS & JURISDICTION** SCOPE OF WORK 15. CONTRACT AGREEMENT 16. 17. OFFICER-IN-CHARGE

- **FORCE MAJEURE** 19. ORDER OF PRECEDENCE
- 20. TRADE SECRETS, COPY RIGHT & PATENT INDEMNITY
- 21. SERVER AVAILABILITY
- 22. **DELAY IN CONTRACTOR'S PERFORMANCE**
- 23. RISK PURCHASE CLAUSE

18.

SL.NO.

DESCRIPTION

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINTIONS

In this contract, as here in after defined, the following words and expressions shall have the same meanings hereby assigned to them except where the context otherwise required.

The "OWNER/COMPANY" shall mean Bharat Heavy Electricals Limited (BHEL) a company incorporated in India having its registered office at BHEL House, Siri Fort, New Delhi – 110049, INDIA. The term OWNER includes its successors, assignees of BHEL.

"CONTRACTOR" shall mean the bidder/tenderer selected by the OWNER for providing the subject work under the terms and conditions of this bidding/tender document, and shall include the successors and permitted assignees of the Contractor.

2 0 **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

3.0 **DISCIPLINE**

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

4.0 **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.

5 0 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.

60 **CONTRACT**

- 6.1 Duration of contract shall be for three 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.
- The system shall be operationalised to start e-Procurement within 4 (Four) months from the date of Fax of Acceptance.

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

7.0 PERFORMANCE BANK GUARANTEE

EMD furnished along with the offers by unsuccessful bidders shall be returned to them after signing of contract with successful Bidder. In the event, successful bidder does not opt for adjustment of EMD against security deposit, the EMD shall be returned on submission of PBG as per **Annexure–VI**.

8.0 PRICES, TAXES AND DUTIES

The Bidder should quote firm prices / rates inclusive of all taxes & duties, all permits & Levies, Personal Tax & Corporate Tax etc. as applicable for such works / services (but excluding service tax) for the contract period as indicated in the bidding document and no variation on above account will be allowed during execution of the Contract. All the taxes, now or hereafter imposed, increased or modified from time to time in respect of the subject works shall deemed to be included in the quoted unit rate(s) / price. Service tax under this Contract shall be paid extra at actual on submission of Cenvatable documents for the same and service tax registration number by the Contractor.

9.0 **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.

10.0 **TERMS OF PAYMENT**:

Contractor shall furnish the payment invoice in triplicate along with supporting documents for verification by Officer-in-Charge. After verification of Bill by Officer-in-Charge, the invoice shall be forwarded to accounts. From the date of receipt of invoice in accounts department, payment shall be made with in 30 days by Accounts Department.

Payment shall be made through Electronic Payment Mechanism directly to your Bank. The Bank Mandate form Annexure-V to GCITB must be submitted duly filled in along with Bank Certificate to facilitate payment. Service provider will not collect any amount from the participants or successful vendors on any account. However, the participant shall arrange digital signatures on their own at their cost.

11.0 **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:

- 1. The Service Provider fails to provide services or contractual obligations in accordance with the provisions of this contract.
- 2. The Service Provider suspends the performance of all or part of the services, or
- 3. The Service Provider abandons to the services, or

4. 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/ Security Deposit, as the case may be), shall be released to them.

12.0 **INCOME TAX**

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

13.0 **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 it's 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.

14.0 **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 New Delhi which shall have exclusive jurisdiction.

15.0 **SCOPE OF WORK/SERVICES**

The scope work shall be mainly as defined in the section Scope / Specifications included in the Bidding Document.

16.0 **CONTRACT AGREEMENT**

The successful Bidder shall be required to execute a Contract 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.

17.0 **NODAL AGENCY**

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

18.0 **FORCE MAJEURE**

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 Engineer-in-Charge.

19.0 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:

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

20.0 TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY

- 20.1 Bidder will defend all actions against BHEL claiming that the software infringes any trade secret, copyright or duly issued patent or any other repute of third parties, provided Bidder is notified promptly. 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.
- 20.2 Bidder shall be responsible for all liabilities arising if
 - Damage of data, database or any other programme residing in their computer, computer system or computer network is caused;
 - Denies or causes the denial of access to any person authorized to access any computer, computer system or computer network by any means;
 - 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.

21.0 SERVER AVAILABILITY

The Service provider shall ensure that e-procurement website as well as complete hardware / software supports are available round the clock (24*7). 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 15% of Value of the event rate per day will be levied.

22.0 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 Performance Bank Guarantee.
- (b) Imposition of Penalty for server down time, and/or
- (c) Termination of the Contract for default.

23.0 RISK PURCHASE

The purchaser at his option will be entitled to terminate the contract and to engage the e-Procurement solution elsewhere at the risk and cost of the Solution provider, if the Solution provider has failed to execute within the time stipulated. The Solution provider shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.

ANNEXURE - VI

Important Note:- The format for execution of PERFORMANCE BANK GUARANTEE (PBG) shall be kept valid to cover the period of BG <u>plus an additional claim period of two months</u>. The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks,

Performance Bank Guarantee (PBG):

To fulfill guarantee conditions outlined in above clause the Solution Provider shall furnish a Bank Guarantee from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract / Purchase Order along with dispatch documents.

The Performance Bank Guarantee (PBG) should be valid throughout the contract period from the date of starting of the contract. Also the PBG should have additional claim period of two months.

The Performance Bank Guarantee should be got issued only from any one of the following banks who is a member bank in our consortium of banks.

LIST OF CONSORTIUM BANKS

1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD.

LIST OF NATIONALISED BANKS

1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB & SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER & JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF SUPPLY AS PER CONTRACT)

PERFORMANCE BANK GUARANTEE

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumber, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract withhereinafter called 'the said contractor' which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and condition of the contract, We(indicate the name of the bank herein after refereed to as the bank) at the request of(Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

- 3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability



for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

- 4. We......(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _______Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- 5.(i) Unless a demand or claim under this guarantee is made on us in writing on or before the ______we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
- (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
- 6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision have effect of not so relieving us.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
- 9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.
- 10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the by the proper authorities granted to him/them by the guarantor.
- 11. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto set out Bank Seal the_____day _____month 200

The contact details of the Issuing Bank such as Email ID, Phone No. And Fax No. Should be indicated in the PBG. Also please note that the PBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal. Otherwise the PBG will not be considered.

Please note that issuance of the PBG without meeting the above requirement will render the document invalid.

SCOPE / SPECIFICATIONS

1.0 **GENERAL**

Bharat Heavy Electrical Limited (BHEL) requires a Service Provider for e- Procurement on <u>APPLICATION SERVICE PROVIDER (ASP) Model</u>.

2.0 SCOPE OF WORK

The scope includes providing Electronic Procurement Platform for e-Procurement with the objective of automating the entire Procurement process in BHEL. BHEL SAY, NON SAY from Approval for Enquiries to Award of Contract and acceptance. The scope is described as under:

SALIENT FEATURES - e-Procurement

- Provision for uploading Purchase Requisitions (Format will be provided)
- Uploading / Updation of directory like Vendor, Material etc.,
- Creation / uploading / configuration of Enquiries
- Provision to create quotation Templates (Techno Commercial / Price)
- Uploading of Enquiries along with all attachments without size limitation
- Testing /Viewing of the Enquiries before hosting
- Hosting of Enquiries
- Provisions of Due date extension
- Provision for Addenda/ Corrigenda / Cancellation of enquiries
- Availability of Enquiries to respective selected registered vendors
- Online clarifications with vendors
- Uploading of Bids along with all documents in required formats by the bidder without size limitation
- e-Mail alerts to Suppliers / Contractors / BHEL users regarding various events like publishing of enquiry, tender opening, amendments etc.
- Reminder emails to be sent one after 1 week of publishing the tender and one or two days before the tender submission date.
- Provision to enter Email IDs of vendors/ indentors etc by the purchase executive
- Provision for Price Impact/ Revised bidding
- Facility for Reverse auction
- Bid opening (Technical / Price)
- Online comparative statement (Techno Commercial / Price)
- Provision for counter offering L1 price to other vendors
- Provision for downloading quotation data in the required format to interface with backend
- Provision for generation of various reports for Bidder/BHEL

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 Limited Tender e-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 check list enclosed as Annexure A must be duly filled in and enclosed with the unpriced bid.
- e) The e-Procurement shall comply with IT Act 2000, CVC Guidelines and their amendments



issued by Govt. of India in all respects. In addition, the system shall be certified by Deptt. of Information Technology, Govt. of India. In addition, the check list enclosed as Annexure B (issued by Central Vigilance Commission) must be duly filled in and enclosed with the unpriced bid.

- f) The bidder should fulfill our Pre-Bid qualifying criteria (Annexure C to SCOPE / SPECIFICATIONS)
- g) Provision of initiating and handling multiple e-Procurement activities simultaneously with a response time not more than 1 sec .
- h) To provide the output data in a format / platform to be suggested by BHEL to ensure seamless integration of e-Procurement System with the existing back end system of BHEL units.

The output data shall be provided in MS Excel / text / Xml format to ensure seamless integration with the in house software applications.

- g) Provide capability to generate customizable reports on procurement activities,
- h) The system should support the following:-
 - BHEL users Registration & Rights Allocation
 - Supplier / Contractor inclusion
 - · Carrying out e-Procurement as per methodology.

Though every effort has been made to give the complete detailed Technical specification in this tender to address all our requirements, there will be some minor additional requirements which will surface during the stage of implementation. These requirements have to be carried out without any additional cost.

Though the basic solution will be common among the different units of BHEL (As per Annexure-D), there will be some unit specific requirements to be addressed. The requirement may envisage creation of separate portals for each unit requiring customisation from the basic solution

3.0 FUNCTIONALITY REQUIREMENTS OF E-PROCUREMENT SOLUTION

E-procurement solution should seamlessly integrate with SAP/Legacy

System should have the necessary provisions to download/upload DATA from/to SAP/Legacy at FREQUENCY that will be decided by BHEL. The DATA to be downloaded/uploaded will be decided based on the blue print of the customised solution. Download/upload program should be able to run in Foreground/Background.

Detailed functionality requirements is covered in para 6.0

4.0 REGISTRATION AND ADMINISTRATION

<u>Bidders</u>

- Basic bidder registration includes allotment of a one time unique user ID and Company ID to each supplier/contractor
- Provision of workflow base registration for Limited RFQ's/Enquiries for Suppliers & Contractors by BHEL. Empanelment is necessary for participating in limited and/or restricted tenders.
- System shall support registration using Digital certificates. Supplier registration shall be carried out in a secure and encrypted session between the end- user system and the e-Procurement system.
- E-Mail based intimation on registration.
- System shall facilitate the authorized officials to cancel / suspend the registration of any particular contractor / Supplier / bidder.

• System shall support two level authentication mechanism i.e. User id+ Password and Digital Signature Certificate based authentication for all registered users.

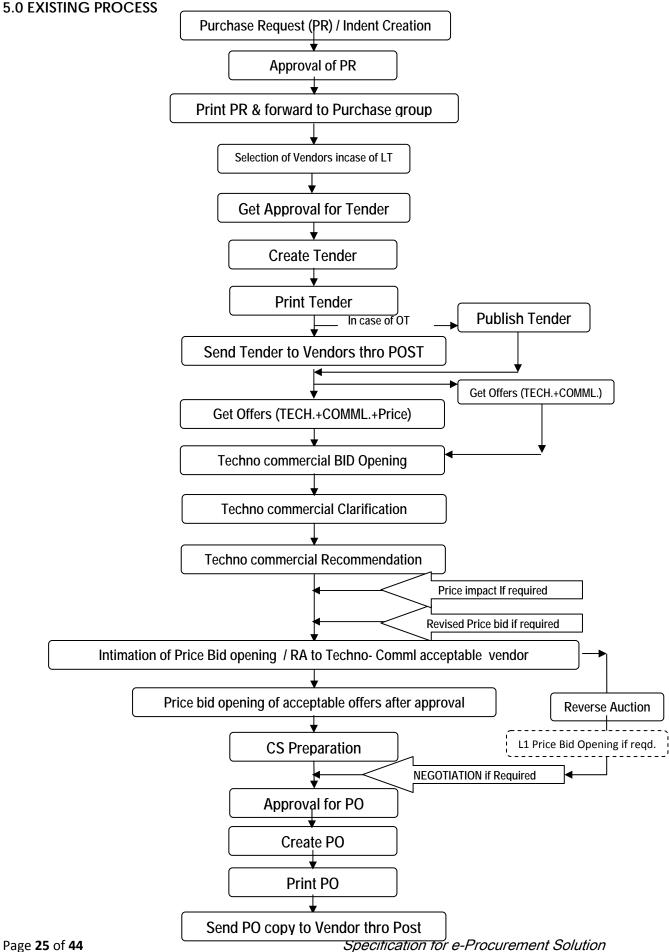
The system should put in place mechanisms, based on industry standards, which would assist the contractor/ Supplier in retrievina forgotten credentials (e.g. passwords). Such process shall be foolproof credentials. of contractor Supplier avoid misuse / Such practices include not disclosing the forgotten passwords online in the portal the users but mailing forgotten password to the the e-mail address indicated by the user in his profile etc.

BHEL Users

Provision of creating multiple users to manage e-Procurement/ Auctions Provision of creating following users in order to manage the overall site and other functions

- Super User to manage BHEL Users
- Administrators
- Procurement Users to create e-procurement enquiries, host the same, open the bids Along with Finance users, Monitor the process AND create and manage events
- · Purchase/Finance users to open the bids.





6.0 SYSTEM MANAGEMENT FACILITIES

- 6.1 System shall facilitate defining of various types of RFQ/enquiry by BHEL.
- 6.2 System should facilitate BHEL in selection of templates from library of forms or creation of customized bid forms for different stages of pre-qualification, technical & commercial etc to suit specific requirements of RFQ/enquiry posted.
- 6.3 System shall enable definition of master list of technical bid requirements and provide facility for the Bidders to provide response against each technical bi requirement either through directly entering the information in the online form provided for each technical bid requirement.
- 6.4 System shall enable definition of essential list of documents to be submitted by the Bidder and shall mandate the users to respond to each requirement.
- 6.5 System shall facilitate the Bidders to respond to each of the technical parameters with values as applicable for each parameter.
- 6.6 Facilitate upload of drawings (scanned and CAD format), technical specifications, Catalogs and other data on the project/required items along with the tender document.
- 6.7 Facilitate virus scan of uploaded documents before they are accepted and stored in the e-Procurement system.
- 6.8 System shall facilitate accepting the commercial bid quotes only through the input templates and not through the attachments.
- 6.9 System shall facilitate capturing the commercial bid value both in numbers and in words 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.
- 6.10 System shall provide a template for indicating the deviations by the Bidder if any in technical and commercial terms & conditions.
- 6.11 The Enquiry / RFQ notifications shall be visible only to the eligible selected suppliers / contractors.
- 6.12 Allow on-line Enquiry / RFQ notifications search based on various parameters like Enquiry / RFQ number, Projects name, Item /works description, date of notification, Bid due date etc.
- 6.13 Facility for vendor to upload documents even after techno-commercial bid opening, prior to price bid opening, based on BHEL authorization and Facility to upload Minutes of negotiation.
- 6.14 Allow downloading of archived documents/data by BHEL through a separate link for enquiries that have completed the bidding process. A suitable web enabled module to be provided for viewing / printing / downloading the data in BHEL server.



- 6.15 Facilitate generation of report combining all the questions submitted by suppliers including name of supplier who raised the question and other details as referred above.
- 6.16 Online pre-bid session/forum shall facilitate capturing the clarifications of the suppliers and enable the inviting authority to respond online immediately or through corrigendum issued subsequently.
- 6.17 System shall save the entire discussion held through the online forum and shall not enable editing/deletion of contents in the forum.
- 6.18 POP UP message box intimating pending action like clarification to and from vendor / indentor to be provided as and when the user is logging in the system.
- 6.19 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.
- 6.20 Allow registered suppliers / contractors to log-on to the e-procurement Portal for submission of bids, using digital signature certificate (Class-2) issued by any authorized Certifying Authority in India.
- 6.21 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.
- 6.22 System should not allow submission of bid without filling or responding to mandatory requirements
- 6.23 Provision to regret the tender, in case the bidder choose to do so. Provision to enter remarks for regret should also be provided.
- 6.24 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)
- 6.25 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.
- 6.26 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.
- 6.27 Prior to final submission of bid the system should mandate the Bidder to encrypt and digitally sign the bid offer document.
- 6.28 Prevent bid submission or bid modifications or withdrawals after the tender due date and time
- 6.29 System shall issue an online acknowledgement at the end of bid submission duly indicating the list of files uploaded by the Bidder, size, date of uploading etc.
- 6.30 System shall perform field level validation controls as applicable.

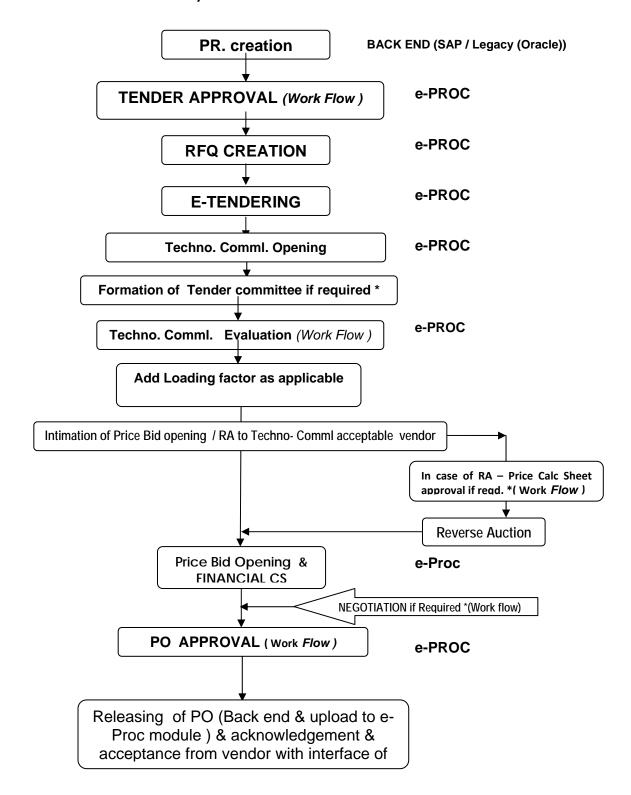


- 6.31 During bid submission, system shall display the errors/gaps with clear pointers to the fields having gaps/errors in the information provided by the Bidders in each page of bid submission forms.
- 6.32 Upon completion of filling the bid submission forms and uploading all the attachments, system 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.
- 6.33 System shall facilitate print preview and print facility for all the forms filled and saved by the Bidder.
- 6.34 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.
- 6.35 For international competitive bidding, 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.
- 6.36 Once bid submission is completed, system should display the status as 'submitted and encrypted with the digital signature certificate of the user'.
- 6.37 Should support offline payment mechanism wherein the Bidder purchases the appropriate instrument for EMD/BID Security and provides the details of such off-line instruments in the online forms in the system.
- 6.38 The encrypted bids shall not be decrypted at the web server on receipt or during the storage of the bid / documents in the system. Bid documents, based on the phase of bid evaluation, 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.
- 6.39 System shall ensure Symmetric pass phrase/Public Key Infrastrcture (PKI) encryption of the bid before submission and submitted bids shall remain locked by the system until the designated bid opening date and time.
- 6.40 The e-procurement system shall allow to encrypt by DSC or Symmetric Pass-phrase and allow submission only after digitally signing the bid document.
- 6.41 Protect submitted bids from being viewed/edited (even by system administrators) before the respective bid opening date & time prescribed for technical and commercial bids.
- 6.42 Every attempt to gain access to locked bids must be recorded in the system's logs.
- 6.43 Access to enquiry responses shall be provided to BHEL based on the current stage of tender evaluation (e.g. Pre- qualification, technical and commercial bid evaluation).



- 6.44 System shall provide alerts to BHEL users prior to bid opening schedule through email notification.
- 6.45 Prior to the lapse of bid opening date and time, system shall enable BHEL user to extend the bid opening date using the corrigendum duly recording the reasons for extension.
- 6.46 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 technocommercially acceptable bidders, etc.)
- 6.47 After tender opening, system shall provide a report on bidders who have submitted the bids, date and time of submission.
- 6.48 At each stage of bid opening, the system shall record the details of bid opening authority (including details of DSC).
- 6.49 At each phase of bid opening (pre-qualification, technical and commercial), system shall have the option to record bid opening minutes including the names bidders whose bids are opened, details of bid opening authority, date and time of bid opening event etc.
- 6.50 System shall enable auto-generation of comparative statements for bid responses received from the bidders based on bidder's specific multiplication factors.
- 6.51 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.
- 6.52 System should capture milestone events like approval of PR, hosting of tender, opening of tech bid, technical clearance, price bid opening, proposal approval, PO placement etc (defined by BHEL) to calculate the time taken from PR-PO automatically.

INTERFACE WITH LEGACY / SAP SYSTEMS - e-PROCUREMENT PROCESS FLOW



9.0 GENERAL REQUIREMENTS

- Support configuration of bidders.
- System to facilitate super user of BHEL who will create and manage user profiles.
- System should facilitate creation of roles and assigning appropriate tasks to individuals based on the roles including multiple roles for thesame user.
- System should ensure that logs are accessible only by authorized personnel.
- 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
- Support configuration of roles such as the system administrator, super user for the overall control, other BHEL users for hosting of enquiries/auctions / reporting purposes etc.
- 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.
- Server shall be located in India.

7.0 <u>IT REQUIREMENTS</u>:

REQUIREMENTS FOR THE e-Procurement Services

Following are the requirements wrt IT related activities for e-Procurement.

1. Technical requirements

- 1.1. The e-Procurement facility of the bidder shall comply with all relevant security guidelines and best practices applicable to such systems. The system shall comply with the IT Act, 2000 (as amended by IT Act, 2008), CVC Guidelines and all relevant laws and their amendments as and when they are issued.
- 1.2. The system should have been audited and certified for security preferably by Deptt. Of Information Technology of Govt. of India or by other equivalent certification agencies. Bidder to submit copy of certificate of the audit conducted within the last one year. The bidder shall be ISO 27001:2005 certified. Copy of certificate to be submitted.
- 1.3. 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:
 - High-availability and 24x7 operation.
 - Global access.
 - Platform independent access by users.
 - Help Desk 24x7 operation
- 1.4. The system shall implement security policies and controls as specified in the CVC Guidelines on security considerations for e-Procurement systems in totality. Security should be implemented at the infrastructure level, application design level, application deployment and usage level, data storage and communication level. The system shall ensure that at no time there is any unauthorized access, use, disclosure, disruption, modification or destruction of information in the system. The security checklist enclosed as Annexure B shall be duly filled and enclosed with unpriced bid.
- 1.5. Security requirements of the e-Procurement services is provided below. This is only an indicative list. Bidder shall ensure that the system meets all security requirements mentioned below and also other requirements applicable to such systems:

I. Security Requirements

- Audit trail availability and Reporting Facility.
- System shall implement Secure Socket Layer(SSL) by using the Secure Hyper Text Transport Protocol (HTTPS) with minimum 128-bit encryption.
- Data Encryption during Storage.
- User Authentication.
- Digital Signatures Management / Public Key Infrastructure(PKI) Management.
- System shall facilitate validation of Digital Signature Certificates (DSCs) of submitted bids.
 System shall also have the option to auto-validate user DSC based on Issuing Authority,
 Validity of DSC, Class of DSC and Revocation Status.
- Perimeter Security Layers for avoiding Unauthorized Access.
- System shall ensure only authorized personnel have access rights to module and system logs.
- Logs created during submission of bids should be accessible only for authorized personnel identified by BHEL.
- Provide a tool for accessing, processing, and producing reports on activities based on the system logs.
- Provision of automatic Virus/spyware removal from the system.
- The electronically signed and sealed bids received should be stored in an enquiry specific high security electronic bid box.
- The electronic bid box should open only at the appointed time and date based on authorization by BHEL C&P and Finance / Projects users. The users authorized for opening to be identified at the time of issue of enquiry.
- No one (including BHEL or the Service provider or the Supplier or any system administrator) should be able to open the e-bid box before the due date and time.
- The system should treat the bid opening event complete, only after all / selected e-bids with all attachments & enclosures have been downloaded from the system.
- The system must provide the ability to assign privileges and maintain a number of different standard defaults Security Profile that can be applied or modified to set up the initial personal Security Profiles for each User.
- System should facilitate updating variable part of BHEL user / Bidder profile details at any point of time after login and such updation should mandate usage of digital certificate.
- The system should not allow two users to login using the same username at the same time.
- Establishing Public Key Infrastructure (PKI) enabled secured platform for bidders with Digital Certificate.
- The system should provide required security and access control etc. for the bidders as well as to the purchaser as per IT Act, 2000 and subsequent amendments.

II. Functional Requirements

- System shall facilitate encrypting the bids at the client side with Symmetric pass phrase / Digital Signature Certificate(DSC) of the bidder and signing the bid responses using DSC of the bidder.
- 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 bid evaluation stage).
- 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 (if digital signatures are used)
 - b) System verifies the validity of the digital signature of the Bidder against the Certificate Authority' revocation list (if digital signatures are used)
 - c) System should verify/ ensure that documents are encrypted
- System shall support signing the supporting documents using the digital signature certificate of the Bidder.
- System shall enable Symmetric pass phrase / PKI encryption of the bid forms (technical & commercial), attachments, entire bid document at the client side before submission to the server.
- 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.
- 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. System checks that document is digitally signed (if digital signatures are used)
 - d) System verifies the validity of the digital signature of the Bidder against the Certificate Authority' revocation list (if digital signatures are used)
 - e) System should verify/ ensure that documents are encrypted
- System shall support signing the supporting documents using the digital signature certificate of the Bidder.
- 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.
- System shall provide for periodic archiving of data in BHEL servers. Suitable software shall also be
 provided for taking reports (similar to those available from the live system) using the archived data in
 BHEL servers.

AUDIT TRAIL: Appendix-A

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.

ANNEXURE - A

S.N.	CHECK LIST on SCOPE			
1.	Provision for uploading Purchase Requisitions (Format will be provided)	Yes	No	
2.	. Uploading / Updation of directory like Vendor, Material etc.,		No	
3.	Creation / uploading / configuration of Enquiries	Yes	No	
4.	Provision to create quotation Templates (Techno Commercial / Price)	Yes	No	
5.	Uploading of Enquiries along with all attachments without size limitation	Yes	No	
6.	Testing /Viewing of the Enquiries before hosting	Yes	No	
7.	Hosting of Enquiries	Yes	No	
8.	Provisions of Due date extension	Yes	No	
9.	Provision for Addenda/ Corrigenda / Cancellation of enquiries		No	
10.	Availability of Enquiries to respective selected registered vendors		No	
11.	Online clarifications with vendors		No	
12.	Uploading of Bids along with all documents in required formats by the bidder without size limitation		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.	Facility for Reverse auction	Yes	No	
16.	Bid opening (Technical / Price)		No	
17.	Online comparative statement (Techno Commercial / Price)		No	
18.	Provision for counter offering L1 price to other vendors	Yes	No	
19.	Provision for downloading quotation data in the required format to interface with backend	Yes	No	
20.	Provision for generation of various reports for Bidder/BHEL	Yes	No	

ANNEXURE-B

CHECK POINTS TO ACHIEVE SECURITY CONSIDERATIONS IN e PROCUREMENT SOLUTIONS

S.N.	SECURITY CONSIDERATIONS					
1.	Whether the application is secure from making any temporary distortion in the electronic posting of tender notice, just to mislead certain vendors?					
2.	If yes at 2 above, then whether any automatic systems alert is provided in the form of daily exception report in the application					
3.	Whether application ensures that the tender documents issued to / You downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?					
4.	Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any?	Yes	No			
5,	Whether application ensures that alt the corrigendum issued by the Competent Y Authority are being fully communicated in proper fashion to all bidders including those who had already purchased / downloaded the bid documents well ahead of the due date & before uploading the corrigendum?					
6.	Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?					
7.	Whether e-procurement solution has also been customised to process all type of tenders <i>viz</i> Limited / Open / Global Tenders?					
8.	Whether online Public Tender opening events feature are available in the application?					
9.	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?					
10.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?		No			
11.	Whether application is safe from submission of fake bids?	Yes	No			
12.	Whether encryptions of bids are done at clients end?	Yes	No			
13.	Whether safety against tampering and stealing information of submitted bid, during storage before its opening, is ensured?	Yes	NO			
14.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public Key of tender opening officer?	Yes	No			
15.	Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage, to make it unreadable / invalid in any form, before opening of the bids?		No			
16.	Whether introduction of special characters / executable files etc by users are restricted in the application?	Yes	No			

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17.	Whether validity check of DSC is being done at server end?	Yes	No
18.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?		No
19.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	Yes	No
20.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	Yes	No
21.	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time?	Yes	No
22.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronisation & time stamping?		No
23.	Whether application generates any exception report / system alerts etc to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	Yes	No
24.	Whether application is fit for usage complying with the requirements of tender processing viz Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening offenders.	Yes	No
25.	Whether any comprehensive third party audit [as per statutory requirement and also as per the requirements Of e-tender processing (compliance to IT Act 2000)) was got conducted before first putting it to public use?		No
26.	Whether application complies with the Commission's Guidelines dated 17 09.2009 on Security considerations for e- procurement Systems.	Yes	No

Pre-Qualification and Eligibility Criteria ANNEXURE- C

	Pre-Qualification and Eligibility Criteria ANNI	EXUR	<u>L- U</u>
SI	Description	Yes / No	Confirmation / comments
Α	Financial Requirement		
F.1.	Average Annual Turnover of the bidder during last three financial years (i.e. FY		
	2009-10, 2008-09 and 2007-08) shall not be less than Rs.5 Crs. The bidder should		
	have made profit in immediately preceding last three financial years.		
F.2.	The bidder should have executed Single e-Procurement Order Value of minimum		
	Rs. 160 Lakhs or more in the immediate preceding three years as on Bid		
	Submission date or The bidder should have successfully executed e-procurement		
	solutions for at least 3000 events in last two years.		
	The Bidder should submit their audited Profit & Loss Account and Balance Sheet		
	for last three financial years i.e. (i.e. FY 2009-10, 2008-09 and 2007-08) along with		
	tender document.		
В	Technical Requirement		
T.1.	The bidder should be registered entity in India have an existing e-procurement		
	application and should have been in this domain for at least four years. Proposals		
	for software development shall not be considered.		
T2.	The bidder should have implemented e-procurement solutions as proposed for		
	BHEL, in minimum two Central PSUs having annual turnover not less than Rs.		
	5000 Cr each and also in minimum one of Central / State Govt. sector, for		
	procurement of goods and services, which should have been in operation for at		
	least last 2 years. This implementation should be in the form of a running contract.		
	Copies of work orders, addresses of the organizations, telephone numbers & e-		
	mail addresses of the contact persons and certificates by customers regarding the		
	successful and uninterruptible operation of the e-tender website should be		
T 0	enclosed with the Technical compliance.		
T.3.	The Bidder should own in the IPR & Source Code of the solution being offered		
	under this tender and a certificate to this effect should be attached along with the		
	tender document and they should have ISO-9001:2008, CMMi level 5 and ISO-		
T.4.	27001 certification. Solution should be PKI enabled and should support industry standard encryption		
1.4.	algorithm conforming to IT Act 2000. Documentary proof of certification of STQC		
	should be provided. The portal must have been audited for security by STQC in		
	last one year.		
T.5.	The data center of the ASP should be located in India and a declaration to this		
	effect with details should be submitted along with the technical compliance. If the		
	data center is not owned by the ASP, the details of the agreement with the hosting		
	agency should also be provided.		
T.6	The bidder should have compliance to CVC security checklist.		
T.7	BHEL requires the solution to be implemented at all their units spread across India.		
	Hence, the bidder should have experience in implementing the solution in more		
	than one state in India.		
T.8	Companies/firms not blacklisted/banned/barred by any Government Authority/		
T 0	Department/Agency.		
T.9	Companies/firms who have not been held guilty of business malpractices such as		
	evasion of income tax, sales tax, octroi, excise duty etc. or against whom cases		
T 40	are pending.		
T.10	Companies/firms or Partners of the companies/firms (in case the company/firm is a		
	partnership firm) have not criminal proceedings pending against them or have		
T.11	been prosecuted in the past. There will be minor additional requirements which will surface during the stage		
1.11	of implementation. These requirements have to be carried out without any		
	additional cost.		
	additional boot	1	

(Relaxation of the above pre-qualification and eligibility criteria will not be entertained under any circumstances. Hence bidders who do NOT comply with one more of the above eligibility criteria NEED NOT apply.)

ANNEXURE - D

LIST of MAJOR BHEL UNITS

SI	UNIT	NAME	LOCATION	PLATFORM	VERSION
1	BHEL, BANGALORE	EDN &EPD & ISG	BANGALORE	SAP	ECC6
2	BHEL, BHOPAL	HEP	BHOPAL	ORACLE	10G
3	BHEL, HARDWAR	HEEP & CFFP	HARDWAR	ORALCE	10G
4	BHEL, RANIPET	BOILER AUXILIARY PLANT	RANIPET	ORALCE	
5	BHEL,PEM	PEM	NOIDA	ORALCE	
6	BHEL, TRICHY	HIGH PRESSURE BOILER PLANT	TRICHY	SAP	4.7

RATE SCHEDULES

SUBJECT:	:	SERVICES FOR e-PROCUREMENT SOLUTIONS

PREAMBLE TO RATE SCHEDULE

- 1. Bidder has thoroughly read and understood the contents of the Bidding Document.
- 2. The Quoted Rates/Prices shall be inclusive of all Taxes Duties, Levies etc except Service tax as per clause 10.0 of Instructions to Bidders
- 3. The unit Rates/Prices shall remain firm throughout the contract period.
- 4. Bidder shall quote as per Schedule of Price only. No comment, explanation or clarification in Schedule of Price. is acceptable. Rebate, if any, to be indicated in "Summary of Prices" only. No unsolicited rebate/price other than what is indicated in "Summary of Prices" shall be acceptable. No condition in price part shall be acceptable.
- 5. Bidders may quote for both the parts or any one part based on their experience. BHEL reserve the right to award the e-procurement to one agency or to two separate agencies based on their qualification and least cost option.
- 6. Tentatively 8000 e-Procurement events are envisaged for this contract. However, number of events may vary based on requirement and Bidders quoted price shall remain firm and valid for any such variation.

STAMP & SIGNATURE OF BIDDER

SCHEDULE OF PRICE

FOR

SERVICES FOR E-PROCUREMENT

Rev.	Date	Purpose	Ву	Checked	Approved

NAME OF WORK

: Implementation of Services for e- Procurement

BIDDING DOCUMENT NO.

NAME OF BIDDER:

Providing services for e-Procurement in accordance with the requirements defined in the bidding document.

SL.	DESCRIPTION	UNIT/ QTY	LUM		
			IN FIGURES (₹)	IN WORDS	
(A) .	## Customization Charges per BHEL Unit	1			
(B) .	Rate / Event	1			

Evaluation will be based on following criteria:

Customisation chargers x no. of sites for implementation (i.e. 6 sites) + Rate per event x tentative no. of events (i.e. 8000 events **)

Where first part of customization charges will be paid after successful completion of 50 events in the implemented unit (or) 6 months from starting of e-Procurement process, whichever is later. Subsequent payments will be made at the end of every 6 months. The customization may involve minor variations in the process for different units.

^{**} The no of events may vary. Payments will be made for actual no. of sites wherever it is implemented and for actual no of events, after completion.