



**Bharat Heavy Electricals Limited**  
Information Technology Centre ,HEEP, RANIPUR,  
Haridwar-249403 (Uttarakhand, India)  
Phone: 01334-281370, FAX: 01334-223948, E-mail : j-singh@bhelhwr.co.in

Ref No: HW/ITX/CAE/1365

Date: 02/April/ 2016

**Subject: Two year Annual Maintenance Contract of 5 Licenses of PRODOK Software at BHEL Haridwar**

Sir/Ma'am,

1. BHEL Haridwar have 5 Licenses of PRODOK Software. It is proposed to have two year AMC of 5 Licenses of PRODOK Software detailed in Annexure-I. The scope of work and Terms & Conditions are given in detail in Annexure II. The Annexure details are as Follows:

Annexure I	Item Details & Broad Configuration
Annexure II	Terms & Conditions
Annexure III	Certificate by Chartered Accountant on Letterhead (for MSME enterprises)
Annexure IV	Price Bid Format
Annexure V	Technical Pre-qualification Compliance Sheet

2. You are requested to submit techno-commercial offer in two parts as per the scope of supply indicated therein. The tender offer should be sealed in two separate envelopes with 'Technical bids' / 'Commercial bids', Tender no., opening date duly super scribed on the envelopes.
3. The technical bid envelope should enclose your technical offer comprising duly signed/stamped Terms and conditions (Annexure-II), unpriced bid as per annexure-IV and Technical Pre-Qualification Compliance Sheet (Annexure V) alongwith other required documents / proofs. All document/Certificates required as per Annexure-V must be submitted in the Technical bid.
4. Vendor must meet prequalification criteria as per Annexure-V. The offers not meeting these criteria will be rejected summarily.
5. The commercial bid envelope should enclose Price bid (As per format in Annexure IV) only.
6. The technical bids will be opened in camera on **03/May/2016 at 2:00 PM** in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.



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7. The terms and conditions given at Annexure-II will be adhered to by the tenderer. Please do not remain silent on any point and if you are not accepting any terms/condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.
8. Earnest money of **Rs. 20,000/-** in the form of demand draft in favor of BHEL, Haridwar or cash deposit with Accounts officer, BHEL, Ranipur, Haridwar is to be furnished with the tender offer. EMD of unsuccessful vendors will be refunded within 15 days of awarding the tender. MSEs (Micro and Small Enterprises) are exempted from payment of Earnest Money Deposit, but they have to submit the required document mentioned in para 3 of Annexure-II
9. The offers in sealed envelopes (as stated in para-2 above) should be submitted latest by **1:45 P.M. on 03/May/2016** at the following address through registered post / speed post:

**Head of Material Management  
Heavy Electricals Equipment Plant  
Bharat Heavy Electricals Limited  
Ranipur Haridwar (Uttarakhand)  
PIN – 249403**

The quotation must be posted taking the allowance for postal transit delays.

Alternatively, the tender duly sealed and super scribed, clearly mentioning the "Technical Bid"/"Commercial Bid", tender no., opening date as mentioned above may be deposited in the **tender box situated at fourth floor, Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar.**

Quotation not received in time is likely to be ignored.

**IMPORTANT:** Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.



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**Checklist for submitting the bid is as under:**

**To be submitted with Technical Bid**

Sl.	Annexure	Description	Remarks
1	--	Your Technical Offer	
2	Annexure II	Terms & Conditions	Signed & Sealed copy
3	Annexure III	Certificate by Chartered Accountant on Letterhead	Signed & Sealed Copy (applicable for MSME)
4	Annexure IV	Unpriced Bid	Mention only all applicable taxes <b>without price</b>
5	Annexure V	Technical Pre-Qualification Compliance Sheet	Signed Copy duly filled alongwith required proofs / documents
6	--	Earnest Money Deposit (EMD)	

**To be submitted with Price Bid:**

Sl.	Annexure	Description	Remarks
1	Annexure IV	Price Bid	In a separate sealed envelope.

Thanking you,

**(Jitendra Singh)**  
Engineer/ITX  
BHEL Haridwar



**Bharat Heavy Electricals Limited**

Information Technology Centre, HEEP, Ranipur, Haridwar-249403

**Tender No. HW/ITX/CAE/1365 Dated: 02/April/2016**

**Annexure I**

**Item for AMC their Details & Broad Configuration**

<b>Item. No.</b>	<b>ITEM DESCRIPTION</b>	<b>License QUANTITY</b>
<b>01</b>	AMC of PRODOK Software Package	05



**TERMS AND CONDITIONS**

**1 SCOPE OF WORK:**

Vendor will have to provide full AMC cover for PRODOK Software five licenses at BHEL Haridwar for the tenure of two years .During the AMC period the vendor will supply all update releases, enhancements, and bug fixes for PRODOK software as and when released by OEM of PRODOK Software (M/s Rosberg Engineering). Vendor will provide technical support from its Support Engineers through Email, FAX, telephone, online meeting or personal visits to BHEL Haridwar when required.

**2 GENERAL:**

- a) The AMC maintenance contract will be for the period of two year. No escalation of cost, due to any reason, will be admissible during this period. The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Along with invoices, Copy of the periodical challans (latest) of service tax deposited to government accounts linked to the service tax charged in the submitted invoices is to be submitted to process the invoices.
- a) No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- b) The successful vendor should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the vendor.
- c) The vendor shall responsible for payment of excise duty, custom duty, all other state/central/local govt. taxes, freight and insurance up to equipment –installation/Repair in BHEL Hardwar and during the AMC period when required.

**3 EARNEST MONEY DEPOSIT (EMD):**

- a) EMD is to be deposited by the tenderer as per tender document.
- b) EMD given by unsuccessful tenderers shall be refunded normally within 15 days of acceptance of work by the successful tenderer.
- c) EMD shall not carry any interest.
- d) EMD by the tenderer will be forfeited if after opening of the tender, the tenderer revokes his tender within validity period or increases his earlier quoted rates or the tenderer does not commence the work within the period as per LOI/Contract.
- e) MSEs (Micro and Small Enterprises) are exempted from payment of Earnest Money Deposit (EMD). Note: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per annexure-III 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.

**4 SECURITY DEPOSIT:**

- a) Security Deposit should be deposited by the successful bidder at BHEL Haridwar. The Security Deposit shall be collected before start of the work by the vendor. The rate of Security Deposit will be as below based on the Tender Order value:
1. Up to Rs 10 lakhs: 10%
  2. Above. Rs 10 lakhs up to Rs 50 lakhs: Rs 1 lakh + 7.5% of amount exceeding Rs 10 lakhs.
  3. Above. Rs 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs 50 lakhs
- b) Security Deposit may be furnished in any one of the following forms
- i. Cash ( as permissible under the Income Tax Act)
  - ii. Pay Order, Demand Draft in favour of BHEL
  - iii. Local cheques of scheduled banks, subject realization.
  - iv. Securities available from Post Offices such as NSC, Kisan Vikias Patras etc. ( Certificates should be held in the name of Vendor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi. Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back
- c) EMD of the successful bidder can be converted and adjusted against the security deposit.
- d) The security deposit shall be refunded after the successful completion of the contract.
- e) The security deposit shall not carry any interest.
- f) Security deposit shall be liable to be forfeited in case of breach / nonfulfillment of liabilities in contract by vendor



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**Tender No. HW/ITX/CAE/1365 Dated 02/April/2016**

**Annexure-II**

**5 TENDER EVALUATION:**

- a) After the process of Technical Bid evaluation (which includes Pre-Qualification evaluation), Price Bid opening / RA (Reverse Auction) will be done for all technically qualified vendors.
- b) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."
- c) The valuation will be on the basis of delivered cost i.e. "total cost to BHEL".
- d) Optional item, quoted if any, will not be considered in evaluation as well as during the tender execution.
- e) Vendor has to quote for all items in the Price Bid (Annexure – IV). The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC.

**6 REVERSE AUCTION (RA):**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- a) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- f) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g) In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to



- BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- h) Reverse auction will be conducted on scheduled date & time.
  - i) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
  - j) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
  - k) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
  - l) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
  - m) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
  - n) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
  - o) In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**7 VALIDITY OF OFFER:**

Offer shall be valid for four months from tender opening date.

**8 PAYMENT TERMS:**

- a) The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime, if any, shall be made from quarterly AMC charges. Along with invoices, Copy of the periodical challans (latest) of service tax deposited to government accounts linked to the service tax charged in the submitted invoices is to be submitted to process the invoices.

**9 MODE OF PAYMENT:**

Payment will be made by way of Electronic Fund Transfer.

**10 LIQUIDATED DAMAGES:**

The vendor hereto agree that timely delivery of Annual Maintenance Support is the essence of the order/contract. If the vendor fails to start the maintenance contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL,



BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

#### **11 TERMINATION/EXTENSION OF THE CONTRACT:**

- a) BHEL reserves the right to terminate the AMC contract either whole or in part before expiry of one year AMC. BHEL shall give one month's notice to vendor in this regard. No AMC charges shall be payable to vendor from the date of termination of AMC.
- b) The contract shall have equipment wise foreclosure option. In case AMC is partially terminated for some equipment / hardware, vendor shall continue to provide AMC for rest of the hardware / equipment according to terms & conditions of this contract. Payment for AMC of remaining covered hardware / equipment shall continue according to terms & conditions of this contract.
- c) The vendor will give at least three month notice prior to discontinuation of the maintenance service due to obsolescence / non-availability of the spare parts etc.
- d) BHEL reserves the right to extend the contract for further period after successful completion of the contract period. The extension will be done on mutually agreed terms between vendor and BHEL.

#### **12 SUBCONTRACTING:**

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

#### **13 CONFIDENTIALITY:**

Seller/Contractor/Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

#### **14 ARBITRATION:**

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitrator shall be Haridwar only.



**15 JURISDICTION:**

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

**16 GOVERNING LAW:**

This contract shall be governed in all respects by Indian law.

**17 FORCE MAJEURE:**

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

**18 LIMITATION OF LIABILITY:**

The vendor's liability will be limited to the scope / order value of this contract only.

**19 INDEMNITY:**

Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software /Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian laws.

In the event of any such claims being made against the purchaser, purchaser will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**20 INFORMATION SECURITY REQUIREMENTS:**

- a) BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- b) BHEL Information Security Policy is as follows:  
"BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for enhancing the continuity & efficiency of IT function / services and serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."



**Annexure-II**

- c) In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- d) The vendor / personnel who will visit the Unit shall comply with following requirements:
- i. Personnel deputed by vendor shall follow the ISMS system requirements.
  - ii. Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
  - iii. Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
  - iv. When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
  - v. If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by ITX.
  - vi. He / she shall maintain and service only that equipment which comes under his /her scope of contract.
  - vii. Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of AMC agreement and as and when required.
  - viii. Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
  - ix. Any information security incident and / or security breaches shall be immediately reported to BHEL.
  - x. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

**Certificate by Chartered Accountant on letter head**

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

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

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

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

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs 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(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

<b>Bharat Heavy Electricals Limited , Information &amp; Technology Centre , HEEP , Ranipur, Haridwar</b>	
<b>TENDER NO : HW/ITX/CAE/1365 DATED : 02/April/2016</b>	
<b>Annexure-IV Price Bid Sheet</b>	
<b>Note:</b>	1. All values are to be quoted in Indian Rupees (INR).
	2. AMC Price should be quoted for all items.
	3. Charges Quoted here will remain same during entire AMC period of two year.
	4. Item details as per Annexure -I & Scope of Work are as per Annexure - II
	5. The comparative statement will be made by adding total AMC charges for one year.
	6. Comparative Sheet will take into account all taxes except Service Tax to arrive at "Landed Cost to BHEL". Vendor should clearly mention all applicable taxes like Service Tax, ( Value Added Tax) VAT, (Work Contract Tax) and any other tax wherever applicable.All taxes should be mentioned in percentage .

<b>AMC Charges of Equipment</b>				
Item. No.	Item	Unit	AMC Charges for 1 year per unit License (Excluding Taxes) (Rs.)	AMC Charges for 1 year for the total Licenses (Excluding Taxes) (Rs.)
a	b	c	d	e = c x d
1	AMC of PRODOK Software Package	5		
<b>Taxes</b>	Mention applicable Service Tax			
	Mention applicable WCT/VAT			
	Mention any other applicable taxes			



**Bharat Heavy Electricals Limited**  
**Information Technology Centre, HEEP, Ranipur, Haridwar-249403**  
**Tender No. HW/ITX/CAE/1365 - Dated 02/April/2016**

Annexure V

<b>Annexure V -Technical Pre-qualification Compliance Sheet</b>			
Note : The vendor shall state in the "Compliance" column Y (yes) or N (no)			
Sr. No	Description	Compliance (Y/N)	
1.	<p>The Bidder should have successfully executed AMC orders of PRODOK Software during last 7 years, ending March 31st 2016, in anyone of the following:</p> <p style="margin-left: 40px;">a. Single Annual Maintenance Contract (AMC) of PRODOK Software having minimum value of Rs. 6, 09,600.</p> <p style="text-align: center;">Or</p> <p style="margin-left: 40px;">b. Two Annual Maintenance Contract (AMC) of PRODOK Software having minimum value of Rs. 3, 81,000 each.</p> <p style="text-align: center;">Or</p> <p style="margin-left: 40px;">c. Three Annual Maintenance Contract (AMC) of PRODOK Software having minimum value of Rs. 3, 04,800 each.</p> <p><b>*Proof of AMC order having the full customer address, mail id and order value is to be submitted.</b></p>		
2.	<p>Bidder shall have to submit authorization certificate for PRODOK Software from OEM of PRODOK Software. The authorization certificate should be issued on or after 01/12/2015</p>		
3.	<p>Bidder shall have Registered Office in India. Proof to be submitted.</p>		