

COVERING SHEET

Ref : 88/15/7022/Migration/VJC

Date: 30.01.2016

Date of Tender Publication: 30.01.2016

Subject : Migration of all CIPAS Forms and Reports (with Database) to latest version on as is basis Forms: 769 Nos. and Reports: 949 Nos.

Tender Enquiry Ref.: Ref : 88/15/7022/Migration/VJC

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The following tender documents can be downloaded from Websites:

www.bhelisg.com or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in

CONTENTS

Sl. No.	DESCRIPTION	NO. OF PAGES
1.	Covering sheet (this sheet) and Notice Inviting Tender (NIT)	02
2.	Pre-Qualification Criteria (PQC) For Bidders: Annexure - I	01
3.	Background, Technical Specification, Scope, Terms & Condition:Annexure-	06
4.	Third party non-disclosure agreement: Annexure - III	01
5.	General instructions to bidders: Annexure - IV	06
6.	Commercial Terms & Conditions (CTC): Annexure - V	02
7.	Un-Priced Bid Format : Annexure –VI (A) & Price Bid Format: Annexure -VI	02
8.	Arbitration	01
9.	Terms & Conditions of Reverse Auction	02
10.	Deviation Format and Loading Factors Sheet	02
11.	Performance Bank Guarantee - PBG	02
12.	List of Consortium Banks	01
13.	Annexure-PBG	01

Sd/-

Senior Manager

Steel & Common MM Dept.

For Clarifications:

Technical - IT & S Department: Mr.Ajeet Kumar Choudhary Ph.: 080-22184220 (akc@bhelisg.com)

Commercial- MM Dept.: Mrs. Regina Mary A , Ph. 080-22184528, (rma@bhelisg.com or vjc@bhelisg.com)

NOTICE INVITING TENDER

Sl. No.	Subject	Description	Date
1	Tender Reference	Ref : 88/15/7022/Migration/VJC	30/01/2016
2	Name of the work	Migration of CIPAS – an Oracle Forms & Reports (with Database) application to latest version on as is basis.	-----
3	Last date and time for receipt of completed tender	On or before 20.02.2016 by 11.00 AM	20.02.2016 By 11.00 AM
4	Date, time & place of tender opening	On .02.2016 at 11.30 AM, at BHEL-ISG HQ, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012. (Ph. No.: 080 -22184528, 4141, 09448017443)	20.02.2016 at 11.30 AM
5	Address of sending Completed tender	Tenders should be addressed to: Mrs. Regina Mary A, Sr. Manager (Steel & Common MM), Bharat Heavy Electricals Limited Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012.	-----
6	Place of Submission of Completed tender	Tender Box kept in the reception area at: BHEL - Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012	-----

Note: The bidder should return the duly filled-in Complete Tender Documents after affixing signature and seal on all pages.

For & on behalf of BHEL – ISG

Sd/-

Senior Manager
Steel & Common MM Dept.

1. PRE – QUALIFICATION CRITERIA

- 1.1. The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted. The bidder must have an office at Bangalore.
- 1.2. Bidder and OEM should have a clean track record, i.e. the bidder should not be under hold or black list by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
- 1.3. The Bidder's Average Annual financial turn over during the last 3 years, ending 31st March of the previous financial year ended 2015, should be at-least **11.28 Lakhs**.

Audited annual accounts in this regard should be submitted along with the offer.

- 1.4. The bidder should have experience in successfully executing similar works during last 7 years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:
 - a. Three similar completed work costing not less than the amount equal to **15.04 Lakhs**.
OR
 - b. Two similar completed works costing not less than the amount equal to **18.80 Lakhs**.
OR
 - c. One similar completed work costing not less than the amount equal to **30.08 Lakhs**

“Similar works” means of Migration of Oracle Forms and Reports from any version to higher versions.

Note:

Document to be submitted:

- Proof of receipt of Work/Purchase Order
- Proof of completion of works from customer (Customer completion certificate)

Bidder shall provide customer references with number of equipment supplied including details such as: Name of the unit/company, Name of the contact person; Address/e-mail id, Mobile and Office phone of contact person.

ANNEXURE – II

INDENT SPECIFICATION

For

Migration of CIPAS Forms & Reports

Contents

Section I : Background

Section II : Technical Specification & Scope of Work

Section III: Other Terms & Conditions

Sd/- Madan Sharma (Engineer, IT & S)	Sd/- Chandrika K Shankar (Dy. Manager, IT & S)	Sd/- Ajeet Kumar Choudhary (Manager, IT & S)
PREPARED BY	CHECKED BY	APPROVED BY

SECTION I: Background

BHEL ISG has an in house integrated Software System named **CIPAS (Computerized Integrated Project Assistance System)**, developed in the year 2001 with Developer 2000 as front end and Oracle 7.1 database. It was developed to cater to the requirements of various departments viz. Marketing and Sales, Project Management & Commercial, Project Engineering, Materials Management, Sub Contracting, Finance & Accounts and Human Resource. Forms and Reports were designed to include all ISO formats required by ISG. Presently, total number of Forms is 769 and total number of reports is 949.

The software is based on client server architecture wherein client module needs to be installed on each system to use CIPAS. The Front end of the system, Developer 2000 (D2K), is based on 32 bit architecture and consists of Forms version 4.5 and Report version 2.5. It has not been upgraded so far. The Oracle database 7.1 is also based on 32 bit architecture and was upgraded to 8i and subsequently to 10g 32 bit in the year 2008.

A. Existing Software Details

- Operating System : Linux RHEL 4.0/Cent OS
- Database: Oracle 10g 32 bit
- Forms and Report: Oracle D2K (Oracle Forms 4.5 and Reports 2.5)
- Client Operating System: Windows (All version)
- Total No. of Forms & Reports:

#	Description	Nos.
1	Oracle Forms	769
2	Oracle Reports	949

Section II: Technical Specification & Scope of Work

Proposed Software Details:

- Operating System : Linux Cent OS/RHEL (Provided by BHEL ISG)
- Database: Oracle Database Standard Edition Latest Version 64 bit(Provided by BHEL ISG)
- Forms and Report: Oracle Forms and Report Latest Version 64 bit(Provided by BHEL ISG)
- IDS Latest Version
- Client Operating System: Windows (All version) /Macintosh(All Version)
- Accessibility of Application through all Web Browsers

Scope:

- Migration of all CIPAS forms and reports to latest edition on as is basis.

#	Description	Nos.
1	Oracle Forms	769
2	Oracle Reports	949

- Training of one individual to be provided from Oracle authorized training center along with material for each of the following:
 - Database
 - Forms and Reports
 - IDS
- Jobs to be completed at the time of go-live.
 - Installation of Oracle Database on physical / virtualized environments (software to be provided by BHEL-ISG)
 - Migration of existing database to the installed Databases (as above).
 - Installation of Forms & Reports server on physical / virtualized environments (software to be provided by BHEL-ISG)
 - Installation of IDS.
 - Go-live of CIPAS system with migrated Forms & Reports.

- Hands on training to BHEL-ISG officials during the migration.
- Vendor will bring their own hardware and software during migration period at BHEL ISG Bangalore premises. No hardware or software support will be provided during the migration period except seat allocation.
- During Migration and Support period, new/latest patches update to be made with no additional costs.
- During the migration, the contractor is required to provide computer hardware, System Software, ORACLE software and other tools at BHEL-ISG Bangalore site.
- The Contractor/vendor shall use any/all software development tool(s)/ software packages during migration at their own cost and arrangement, which shall be not be transferable to BHEL-ISG.
- The Contractor/vendor may choose any open source development tool(s) & free plug-ins/scripts, if required, free of charge.
- The Contractor/vendor shall depute technical person to participate in project management & joint fortnightly reviews for reporting the progress to BHEL-ISG.
- The Contractor/vendor shall require to migrate CIPAS software package that will run in web environment where applications shall be accessible to client machines through Internet Explorer / Web-browser requiring no special configuration to be made or any special software required to be installed before use.
- The software must incorporate industry standard security features for Administrator and users with audit trails.
- The Contractor/vendor shall require to transfer of complete source code in CD-media (with access passwords, if any) of migrated software which shall be sole intellectual property of BHEL-ISG.
- The Contractor/vendor shall prepare & submit system manual/User manual and Troubleshooting manuals in shape of 2 softcopies of all documentations including ER diagram, DFD, Design documents etc.
- The Contractor/vendor shall require to provide handholding support of minimum period of one year (Warranty Period).
- The Contractor/vendor shall fix all bugs/codes discovered within warrantyperiod free of charge.
- Data Integrity to be maintained by vendor.
- The Contractor/vendor shall provide the adequate provisions for amendments in the migrated software.
- **DELIVERABLES :**
 1. Implementation Schedule giving detailed activities & their weekly targets.
 2. System Migration & Test Results of Unit / System Tests carried out by vendor
 3. Data migration with effect from a mutually agreed cut-off date
 4. System /Operational Manual as per requirements of IT / BHEL-ISG
 5. Source Code on CDs – 2 copies

- **ACCEPTANCE CERTIFICATE**

The acceptance certificates in respect to this software migration package shall be issued by IT&S department. All decision of the IT&S shall be final and binding on the Contractor/vendor in this respect.

- **WORK COMPLETION PERIOD**

- 3 months for migration for All Forms and Report and go live.
- Warranty Period-One Year after Go Live for Technical/Application support.

- **CHANGE MANAGEMENT**

- For taking care of errors observed - free of cost under warranty
- For new addition (Forms/Reports) in the system to incorporate user's requirements - on chargeable basis.

- **Payment Terms**

- a. 30% of order value after the successful migration of 300 forms & 300 reports.
- b. 30% of order value after the successful migration of another 300 forms & 300 reports.
- c. 15% of order value after successful migration of remaining forms & reports and go-live.
- d. 15% of order value after submission of Documentation & Training.
- e. 10% of order value after the successful completion of the contract.

SECTION III: Other Terms & Conditions

1. **Confidentiality:** Vendor/ Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser/ lessee 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.
2. **Non-Disclosure Agreement:** Non-Disclosure Agreement shall be signed as per BHEL format (copy enclosed) in Compliance to Information Security Management Systems.
3. **Working hours:** 8:00 AM to 5:06 PM (Monday to Friday)
8:00 AM to 13:00 PM (Saturday)
4. Vendor should provide a 24X7 contact number (mobile/landline) to BHEL ISG.
5. The vendor will be committed to provide an uptime of 98% monthly for the **CIPAS System**.
6. Any fault reported by email, telephone shall be attended by the vendor immediately.
7. The support level required for the services mentioned shall be as per ISG working hours.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, equipment, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of the contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this day of _____, 2016.

Name :

Company :

Signature :

GENERAL INSTRUCTIONS TO BIDDERS:

1. Tender documents to be downloaded from BHEL Tender websites: www.bhelisg.com or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in
2. Bidders are required to go through instructions carefully and complete all the formalities as required. Clarifications if any may please be obtained by visiting the office of Sr.Manager/Steel & Common MM, BHEL-ISG, on any working day between 13.30 Hrs (1.30 PM) to 16.30 Hrs(4.30 PM) or visiting BHEL Website:

www.bhelisg.com or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in

(i) Tender is **two-part bid system. PART– 1 is ‘Techno-commercial Bid’, consisting of following:**

- a) Pre-Qualification Criteria (PQC)
- b) Technical specifications, Scope Terms & Conditions
- c) Third Party Non-Disclosure Agreement
- d) General Instruction to Bidders
- e) Commercial Terms & Conditions
- f) **UN-PRICED BID**
- g) **Earnest Money Deposit – EMD (Rs.1,00,000/-)**
- h) Terms & Conditions of ‘Reverse Auction’
- i) Deviation Format and Loading Factors Sheet
- j) Bank Guarantee Format

(ii) **PART– 2 is ‘Price Bid’.**

Un-priced Bid and Price Bid to be filled in as per instructions given.

3. All PART-1, Techno-Commercial Bid tender documents, listed above, should be read and signed, must be duly completed and sealed in a separate envelope super-scribed: **“Tender Enquiry No. 88/15/7022/Migration/VJC dated: 30.01.2016, PART-1: Techno-commercial Bid”.**

THE BIDDER SHOULD NOT INDICATE PRICE OR RATE IN THE TECHNO-COMMERCIAL BID/UN-PRICED BID.

4. PART– 2, Price Bid, Annexure- VI (B), must be duly completed, signed, stamped and put in a separate sealed envelope super-scribed **“Tender Enquiry No.88/15/7022/Migration/VJC, dated: 30.01.2016, PART-2: PRICE BID”.**
5. **Tender documents consisting of PART-1 & PART-2** duly sealed in two separate envelopes respectively should be put in **another envelope and sealed** and the same should be deposited with the above superscription on the envelope in the - Tender Box kept at Reception office of BHEL-, IISc. Post, Bangalore – 560012 so as to **reach us on or before 11.00 AM on 20.02.2016.**

PART-1 of tender form i.e. Techno-commercial Bid will be opened on 20.02.2016 at 11.30 hours (11.30 AM) in the presence of the bidders or their representatives, who are present during tender opening. EMD amount of Rs. 1,00,000/- (Rupees One Lakh Only) has to be enclosed along with PART –I Techno Commercial Bid. Offers without valid/correct EMD will not be considered.

EMD shall be in favour of: " Bharat Heavy Electricals Limited "
Payable at Bangalore.

EMD by the tenderer will be forfeited if:

- 1) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price.
- 2) The tenderer does not commence the work within the period as per contract/ORDER/LOI

EMD of unsuccessful Bidders will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. EMD shall not carry any INTEREST.

Bidders who qualify in the Techno-commercial Bid only will be intimated to attend the tender opening of **Price Bid (PART-2)** at a date/time to be notified separately later. Price Bid will be opened at the specified date & time in the presence of the bidders or their representative who are notified to attend the tender opening who are present.

The tender documents may also be sent either by registered post/ Speed Post / Courier so as to reach us on or before the said date and time. However, BHEL is not responsible for delay in receipt of tender sent through these modes. Bidder should note that **late tender is not accepted at any circumstances.**

6. Each page of the Techno commercial Bid should be duly signed/sealed and submitted by the bidders as a token of acceptance of all stipulations/terms & conditions.
7. **The Price Bid (PART- 2)** should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Price bid will be opened only in respect of those bidders who are qualified in Techno-Commercial Bid.
8. The bidder shall accept all the terms and conditions of the tender.
9. The tender forms both **Techno commercial Bid** and **Price Bid** duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
10. Name of the bidder should be written on the contractors seal to be put on the sealed envelope.
11. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
12. All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender is liable for rejection.

13. For any further details required, please contact the tender issuing officer viz., Sr. Manager/ Steel & Common MM Dept. of BHEL/ISG, Bangalore in person or through **TELEPHONE Nos. 080-22184528, 080-22184141 or through email: rma@bhelisg.com or vjc@bhelisg.com (Ph.No.: 09448017443)**
14. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process after assigning due reasons whatsoever. Offer of any Bidder, if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then such offer[s] is/ are liable to be rejected. BHEL's decision in this regard shall be final and binding.
15. **PRICE BID** - The bidders are required to submit their quotation for all the items listed in the **Price Bid** format given in the tender documents. The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
16. The rates quoted shall be complete and FIRM till completion of all contract/order.
17. The bidders should note that the Income Tax as applicable as per Government rules and will be deducted from the bills of Vendor/contractor as applicable.
18. **VALIDITY OF RATES** - The rates quoted should be valid for **90 days** initially from the date of price bid opening.
19. BHEL reserves the right to split the order or award the contract to one or more contractors simultaneously as deemed fit at its discretion.
20. BHEL also reserve the right to order separately or delete from the scope of contract of any rates/quotation.
21. In the event of furnishing false information / incomplete information, the offer(s) are liable for rejection /shall be rejected.
22. BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all bids without assigning reasons thereof.
23. BHEL reserves the right to cancel the contract during the initial contract period or extended period, if any, thereon without assigning any reasons thereon **with a notice period of one month**.
24. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL ISG for the contract purposes.
25. Information with respect to Techno-commercial bid and Price Bid are to be submitted in the prescribed formats given.
26. Bidders shall fill in all the required particulars in the blank spaces provided for the purpose in the tender document and also **sign each and every page of the tender document** before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

27. BHEL shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.
28. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
29. Tenders are liable for rejection, If tender is:
- a) conditional and unsigned
 - b) containing absurd rates and amounts
 - c) incomplete or otherwise considered defective
 - d) Not in accordance with the tender conditions.
 - e) Not submitted in the prescribed forms.
 - f) Received after due date and time (late offer).
 - g) Offers of the bidders who are in the banned list.
30. If bidder deliberately gives wrong information in tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused
31. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
32. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
34. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering Process and will lead to automatic disqualification of the party's bid.

35.RATES:

35.1 Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, and shall remain FIRM without any variation till completion of the installation.

35.2 Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.

35.3 Unit rates should be quoted in figures in Indian Currency only, Rupees & Paisa.

35.4 In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

36 SECURITY DEPOSIT: Successful Bidder has to deposit security deposit (SD) amount before the start of the contract/work. The rate of SD will be as below:

- 1. Upto Rs Ten Lakhs of basic order value : 10 %
- 2. Above Rs. 10 lakhs upto Rs.50 lakhs : Rs.1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
- 3. Above Rs.50 lakhs of contract value: Rs.4 lakhs + 5% of the amount exceeding Rs 50 lakhs

SD may be furnished in any of the following forms:

1. Cash (as permissible under Income Tax Act)
2. Pay Order, Demand Draft in favour of BHEL.
3. Local Cheques of scheduled banks, subject to realization.
4. Securities from POST OFFICE such as National Savings Certificates, Kisan Vikas Patras etc. Certificates should be in the name of Bidder and to be duly pledged in favour of BHEL and discharged on the back.
5. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in Companies Act. The FD should be in the name of bidder, A/c BHEL, duly discharged on the back.
6. SD can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the SD should be deposited before start of the work balance may be recovered from the running Bills.
7. EMD of successful bidder can be converted and adjusted against the SD deposit
8. SD amount shall not carry any INTEREST.
9. SD shall not be refunded to the contractor except in accordance with the terms of the contract/order.

37. TENDER EVALUATION: Stage-I: Evaluation of Technical & Commercial Bid:

Only those Bidders who meet all the requirements as per Pre - Qualification Criteria-PQC for Bidders will only be considered for further evaluation.

Technical and commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.

During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.

Stage –II: Evaluation of the Price Bid:

- a) Technically cleared offers will be considered for price evaluation.
- b) Evaluation of the offer is based on L1 of total cost to BHEL for the entire scope of order/contract/work.
- c) The Total Price shall be for the complete scope as per technical specifications, inclusive of all taxes & duties, insurance, freight & insurance charges, packing & forwarding charges, any other incidental charges, etc. Applicable % of taxes & duties should be clearly indicated in price bid format.

d) Discrepancy in Words & Figures - quoted in price bid:

e.1: If in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by

multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

e.2: If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

e.3: If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

e.4: If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

38. ETHICAL STANDARD:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. for the purposes of this provision, the terms set forth below are defined as follows: a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive

Ref: 88/15/Migration/7022/VJC

practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.

Ref: 88/15/Migration/7022/VJC

39.FORCE MAJEURE:

Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

COMMERCIAL TERMS AND CONDITIONS

SI No	Clause	BHEL Requirement	Acceptance / Remarks
1	PRICE	FIRM, Inclusive of all applicable taxes, duties, etc. to be clearly mentioned in Price Bid & Un-Priced Bid with rates.	
2	TAXES	All applicable taxes has to be clearly mentioned in the PRICE BID with RATE in Percentage (%) and amount.	
3	VALIDITY OF OFFER	90 days from the date of price bid opening	
4	TERMS OF PAYMENT	As mentioned in ANNEXURE – II, Section II : Technical Specification & Scope of Work	
5	MODE OF PAYMENT	Payment will be made through ECS only. Vendor has to provide their banker's information in our NEFT Mandate Form.	
6	WORK COMPLETION PERIOD	Three(3) months for migration for All Forms and Report and go live.	
7	LIQUIDATED DAMAGES	Any delay in delivery will attract LD at @ 0.5% of basic order value per week of delay and pro-rata for a part of week subject to maximum of 10 % of total basic order value.	
8	ARBITRATION	As per document enclosed in tender.	
9	LOADING FACTOR	As per enclosed Loading factor document Any deviation to BHEL requirement under Commercial Terms & Conditions shall be loaded while evaluating, comparison of prices and L1 will be derived.	
10	ORDER ACKNOWLEDGEMENT	Letter of acceptance of the order / contract is to be submitted within one week from date of issue.	

11	SUB - CONTRACTING	Order/contract or any part thereof shall NOT be sub-contracted, assigned or transferred.	
12	TENDER EVALUATION	Technically cleared offers only will be considered for price evaluation. Evaluation of offer will be based on L1 of the total cost to BHEL.	
13	LIMITATION OF LIABILITY:	The Vendor/ Lessor's liability will be limited to the scope of this contract only.	
14	REJECTION OF OFFER	BHEL reserves the right to REJECT the offer, in case of bidder's past performance in any of the BHEL's previous contract's is not found satisfactory.	
15	EARNEST MONEY DEPOSIT - EMD	EMD of Rs.1,00,000/- (Rupees One Lakh Only) has to be submitted along with Techno Commercial Bid. DD should be obtained only from the BHEL approved List of consortium Bank, enclosed in this tender.	
16	SECURITY DEPOSIT	Successful Bidder has to deposit security deposit (SD) amount before the start of the contract/work.	

UN-PRICED FORMAT

NOTE: (i) Tax and rates of taxes to be indicated clearly.
(ii) Only TICK Quoted or Not Quoted.

SCOPE OF WORK : Migration of all CIPAS Forms and Reports (with database) to latest version on as is basis (No. of Forms : 769 and No. of Reports : 949)

Sl. No.	Description	UNIT	RATE (Rs)	QTY	Total Price (Rs)
		A	B	C	D = B x C
1.	Migration of all CIPAS Forms and Reports (with database) to latest version on as is basis (No. of Forms : 769 and No. of Reports : 949)	LOT	Quoted/ Not Quoted	1 (ONE)	Quoted/ Not Quoted
2.	Service Tax and Swachh Bharat Cess @ of :%				Quoted/ Not Quoted
3.	<u>ANY OTHER TAX :</u> (i) Name of tax: <u>Quoted/Not Quoted</u> & Rate: <u>Quoted / Not Quoted</u>				Quoted/ Not Quoted
4.	Grand Total Including all Taxes, in figures:				Quoted/ Not Quoted
5.	Grand Total Including all Taxes, in Words: Quoted / Not Quoted				

Note: Enclose this **UN-PRICED FORMAT** along with your **PART - 1** Techno Commercial Bid super scribing as: “Enquiry Ref: 88/15/Migration/7022/VJC: PART– 1: “Techno-Commercial Offer”.

Do not mention any Price/Rate in this format.

Signature / Seal / Date of Bidder

PRICE BID

NOTE: (i) Tax and rates of taxes to be indicated clearly.
(ii) Only TICK Quoted or Not Quoted.

SCOPE OF WORK : Migration of all CIPAS Forms and Reports (with database) to latest version on as is basis (No. of Forms : 769 and No. of Reports : 949)

Sl. No.	Description	UNIT	RATE (Rs)	QTY	Total Price (Rs)
		A	B	C	D = B x C
1.	Migration of all CIPAS Forms and Reports (with database) to latest version on as is basis (No. of Forms : 769 and No. of Reports : 949)	LOT		1 (ONE)	
2.	Service Tax and Swachh Bharat Cess @ of :%				
3.	<u>ANY OTHER TAX :</u> (i) Name of tax : & Rate :%				
4.	Grand Total Including all Taxes, in figures:				
5.	Grand Total Including all Taxes, in Words: Rupees				

Note: Enclose this **PRICE BID** format in a separate sealed Envelope Super-scribing as :

“Enquiry Ref: 88/15/Migration/7022/VJC: PART– 2: PRICE BID”

Signature / Seal / Date of Bidder

TERMS & CONDITIONS OF REVERSE AUCTION

BHEL reserves the right to resort to **Reverse Auction** procedure to decide the lowest price bid among techno-commercially cleared bids. The bidders should provide consent letter agreeing for Reverse Auction. In case BHEL does not resort to Reverse Auction, the price bids submitted shall only be opened as per BHEL's standard practice without seeking revised quotes on account of BHEL not going for reverse auction.

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. 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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. 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, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. 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.
13. 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.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. 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

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1.	COMPLETION OF TOTAL WORK	<p>Within 90 days (THIRTY) from the date of placement of ORDER.</p> <p>In the event of delay in agreed contractual delivery, LD/penalty @ 0.5% total order value (basic) per week of delay or part thereof, subject to a max. of 10% (ten percent) of total order value (basic).</p>	If not agreed	Loading shall be on the order value to the extent not agreed by the bidder

DEVIATION FORMAT**1.1 TECHNICAL DEVIATIONS:**

Following are the DEVIATIONS from Enquiry Technical specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation

1.2 COMMERCIAL TERMS & CONDITIONS DEVIATIONS:

Following are the DEVIATIONS from Enquiry Commercial Terms & Conditions:

COMMERCIAL TERMS & CONDITIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation

We confirm that all other clauses of Commercial terms & Conditions are fully acceptable.

Signature/ Seal of the Bidder:

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. "

PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES

Performance Bank Guarantee is to be submitted as per the following guidelines:

1.	Bank Guarantee as per BHEL consortium Banks is only acceptable. List of consortium Banks is enclosed.
2.	In case of Bank Guarantees issued by Non-Consortium PSU Banks the same are to be enforceable
3.	In case of BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.
4.	BGs to be submitted should be sent to BHEL-ISG Attention: Sr. Manager, Steel & Common MM Department directly by the issuing Bank under Registered post (AD). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections, PBG will be returned to the issuing Bank for necessary action.
5.	Bank Guarantee to be submitted in the prescribed format enclosed and shall be verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.
6.	Performance Bank Guarantee shall be extended within expiry dates wherever activities as per contract are not completed in all respects.
7.	In case of any contract amendment during

Issued by : MM Dept.

List of consortium Bank

Sl.No.	Nationalised Banks & Public Sector Banks
1.	Allhabad Bank
2.	Andhra Bank
3.	Bank of Barada
4.	Canara Bank
5.	Corporation Bank
6.	Central Bank
7.	Indian Bank
8.	Indian Overseas Bank
9.	Oriental Bank of Commerce
10.	Punjab National Bank
11.	Punjab and Sind Bank
12.	State Bank of India
13.	State Bank of Hyderabad
14.	Syndicate Bank
15.	State Bank of Travancore
16.	UCO Bank
17.	Union Bank of India
18.	United bank of India
19.	Vijaya Bank
20.	IDBI Bank

Sl.No.	Foreign Banks
21.	CITI Bank
22.	Deutsche Bank AG
23.	HSBC
24.	Standard Chartered Bank
25.	The Royal bank of Scotland N.V.
26.	J.P. Morgan
Private Banks	
27.	Axis Bank
28.	The Federal Bank Limited
29.	HDFC
30.	Kotak Mahindra Bank
31.	ICICI
32.	Indusind Bank
33.	Yes Bank

Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.
2) To be submitted to MM Dept. directly by the Banker

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____ (month) _____ (year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act/ constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Industrial Systems Group Division at Malleswaram, Bangalore-12 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the Seller-company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under Purchase Order No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order.

AND WHEREAS the Contract inter-alia provides that the SUPPLIER shall furnish to the Company a sum of Rs..... (Rupees.....) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.

NOW THIS DEED WITNESSES THAT in pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said Purchase order by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said Purchase order. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Supplier admits or denies.

- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said Purchase order are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____. Unless a demand is made on the guarantor within THREE months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

(Seal of the Bank to be affixed)

NOTE: NOT TO BE TYPED

1. A minimum of TWO Bank Official Signatories
2. Signatories to sign on all pages of the Bank Guarantee
3. Any correction to be validated by the Banker Signatories.
4. One common e-mail ID of issuing branch and e-mail & contact no of at least one issuing official should be provided on PBG forwarding letter.