



कॉर्पोरेट ज्ञानार्जन एवम् विकास
CORPORATE LEARNING AND DEVELOPMENT
मानव संसाधन विकास संस्थान, नोएडा
HUMAN RESOURCE DEVELOPMENT INSTITUTE, NOIDA

TENDER ENQUIRY

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01
Date: 10.05.2019

M/s

PRE-BID MEETING: 16.05.2019 (1100 Hrs)
TENDER SUBMISSION DATE UPTO: 24.05.2019 (1500 Hrs)
TENDER OPENING DATE (PART – I): 24.05.2019 (1530 Hrs)

Sub: Procurement of Four (04) numbers of Smart Boards (Intelligent Monitor with Built-in PC) for Conference Halls at CLD-HRDI, BHEL, Noida on rental lease basis for 5 years

Dear Sir/Madam,

Most competitive rates are invited from reputed bidders for Procurement of Four (04) numbers of Smart Boards (Intelligent Monitor with Built-in PC) for Conference Halls at CLD-HRDI, BHEL, Noida on lease rental basis for 5 years. You are requested to submit your sealed quotation so as to reach this office on or before **24.05.2019 (1500 Hrs)** in the manner explained below. Quotations received late shall be ignored. Part – I of the Tender will be opened in this office on **24.05.2019 (1530 Hrs)** in the presence of the representatives of the bidders who may choose to be present. Pre-Bid meeting has been scheduled on **16.05.2019 (1100 Hrs)** in our office to clarify issues, if any with regard to the tender. All bidders are requested to attend this meeting.

Procedure for submission of sealed tender:

Part-I: Earnest Money Deposit (EMD) & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- 1) EMD of INR. 93,418/- (INR Ninety-three Thousand Four Hundred Eighteen only) in the form of:
 - a. Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi or Noida.
 - b. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening.
 - c. Cash deposit as permissible under the extant Income Tax Act (before tender opening)

Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

- a) Forfeiture of EMD: EMD by the Tenderer will be forfeited as per NIT conditions, if:

Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)
Regd.Office: BHEL House, Sirifort, New Delhi-110049

Handwritten signature and date: 10.05.19



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- 1) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - 2) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
 - c) EMD shall not carry any interest.
 - d) EMD of successful tenderer will be retained as part of Security Deposit.
- 2) Bounded volume of Techno-Commercial Bid:
- i. Duly filled, signed & stamped copy of Annexure- 1, 2, 3, 4, 6, 7, 8 & 9 with all supporting documents.
 - ii. Unpriced copy of PRICE BID as per format enclosed as Annexure-5.
 - iii. A copy of complete NIT along with corrigendum, if any, where each page is signed & stamped by the bidder.

Part-II: PRICE BID

Price bid containing PRICES only is to be submitted (in the Price format enclosed as **Annexure-5** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete lease period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

MAKING OF COVERS:

Cover – I: EMD. Offer received without EMD will not be considered.

Cover – II: Techno-Commercial Bid

Cover –III: Price Bid

Each cover should also indicate the Tender no., due date & Time as mentioned above and supplier's contact details with full address. The bidder must submit their tender as required in separate sealed covers prominently superscripted as:

1. Part – I/ (Cover – I & II) – EMD & Techno Commercial Bid
2. Part – II/ (Cover-III) - Price Bid

These three separate covers i.e. Cover I, II & III shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender no. Due date and Time and submitted to this office. The Quotation should reach this office at the following address, latest by **1500 hrs on 24.05.2019**.

**Tender Box, Room no. 206, Second Floor,
Human Resource Development Institute (HRDI),
Corporate Learning and Development (CLD),
Bharat Heavy Electricals Limited (BHEL)
HRD & ESI Building, Plot No. 25, Sector – 16A,
NOIDA – 201301 (U.P.)**



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Your quotation should reach this office latest by **24.05.2019 (1500 Hrs)**. Part-I/Cover-I & II Techno - Commercial Bid will be opened first at **24.05.2019 (1530 Hrs)** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or are not in the prescribed formats are liable to be rejected. Part-II /Cover-III Price-Bids of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time.

Tender documents can also be downloaded from BHEL Website www.bhel.com and e-CPP Portal www.eprocure.gov.in. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. All bidders are requested to refer above websites periodically for latest information about the tenders before submission of their bid.

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

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

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

Bids can also be delivered in person to the official inviting Bids and shall be dropped in the tender box at the address mentioned above.

Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids received after the Due Date and Time of submission will be summarily rejected.

**Deepak Shekhar
Sr. Engineer (Purchase)
Human Resource Development Institute (HRDI),
Corporate Learning and Development,
Bharat Heavy Electricals Limited (BHEL), Noida**

Enclosures:

1. Pre-Qualifying Criteria: **Annexure- 1**
2. Technical Specifications: **Annexure- 2**
3. Scope of Contract & other terms: **Annexure- 3**
4. General Terms & Conditions: **Annexure- 4**
5. Price Format: **Annexure- 5**
6. Declaration of GST Benefits **Annexure- 6**
7. Mutual Non-Disclosure Agreement **Annexure- 7**
8. Business Rules for Reverse Auction (RA) **Annexure- 8**
9. No Deviation Certificate: **Annexure- 9**

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Annexure-1
Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01
Date: 10.05.2019

PRE - QUALIFYING REQUIREMENTS (PQR)

Sl. No.	Eligibility Criteria	Documents
1	The Bidder should be registered under Indian Companies Act, 1956 / 2013.	Certificate of registration.
2	The bidder shall be OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator.	Documentary evidence for OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator (Authorization letter from OEM, in case bidder is not OEM)
3	Experience of similar works (supply and maintenance of large display Units at least 55 Inches diagonal) during last 7 years from the date of technical Bid opening.	PO/ Letter of Agreement/ LOI of similar works for the followings: Three similar work costing more than INR 18.7 lakhs each OR Two similar work costing more than INR 23.4 lakhs each OR One similar work costing more than INR 37.4 lakhs
4	Average Annual Financial Turnover during last 3 years ending 31 st march 2019, should be at least 14.1 lakhs	Balance Sheet and Profit & Loss Account for FY 2016-17,2017-18, 2018-19. In case Audited Balance Sheet and Profit & Loss Accounts statements are not available then a certificate from CA mentioning the Turn over details is to be furnished for FY 2016-17,2017-18, 2018-19.
5	The bidder should have PAN number, GST registration number.	Self-attested copies of PAN number, GST registration number.
6	The bidder should have an office in NCR	Office Address details (copy of electricity bill/telephone bill/registration certificate of any tax authority, rental/lease agreement)

If required, BHEL may call bidder for demonstration of Smart Board package and its technical functionalities as per Technical Specifications.

Note: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno Commercial bid.

Signature of the bidder

With Bidder Seal

[Handwritten Signature]
20/10/19



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ANNEXURE- 2

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01, Date: 10.05.2019
TECHNICAL SPECIFICATIONS

Sl No	Parameter	Specifications	Bidder's Remarks (Y/N)
1	Diagonal Size	Should be minimum 86 inch	
2	Resolution	Minimum 3840x2160 UHD	
3	Brightness	Minimum 400 nits	
4	Contrast Ratio	Shall have Minimum Static contrast ratio:	
		a) For IPS Panel: Minimum 1200:1	
		b) For Non IPS Panel: Minimum 5000:1	
5	Technology	LED	
6	Viewing Angle	Minimum {178 (Horizontal) & 178 (Vertical)}	
7	Operation Hour	Minimum 16/7	
8	Surface protection	Toughened Glass with the thickness of Minimum 4 mm	
9	Speaker Type	Built in Speaker (Min. 10Wx2)	
10	Input & Output	Minimum {2x HDMI In, 1 x VGA In , 1 x PC Audio In, 1x Touch port, 2 x USB 2.0 , 1 x USB 3.0, 1 x AV IN , 1 x SPDIF , 1 x RS232 , 1XAudio Out ,1XLAN (RJ45) 1x DP in}	
11	External Sensor	Auto brightness adjustment	
12	Power Supply	AC 110-240 Volt, 50 Hz	
13	Operating Temperature	0°~ 40°C, 80% RH or better	
14	Compatible with Operating System	Windows, MAC, Android	
15	Annotation Features	Draw, Choose, Pens, Annotate, Erase, Create Shades, Text, Edit, Different fonts, Move, Screen Shot, Picture, Video Player, Editing Pictures, Floating Keyboard, Background Customization	
16	Simultaneous Touches	10 or more	
17	P C Configuration (Built in)	Minimum {Intel i-5, windows (2 TB HDD & 8 GB RAM) , Audio Codec-HD Audio ,LAN RJ45 10/100/1000GbE Family, 2 x USB 2.0 , 1 x USB 3.0, WiFi,802.11 b/g/n, HDMI Out , 1 AudioOut, 1 Mic input) and Android (8 GB HDD & 1 GB RAM)}	
18	Integration with Android and IOS device Like Tablet / Mobile	Connect wirelessly from tablets or mobile device (IOS / Android) and control interactive display from tablet like remote desktop (replica of display on tablet) use annotation Feature from Tablet / Mobile, capture photo from tablet and send to display and annotate, present slide show from tablet and use tablet as touch pad to control interactive display ,use spotlight ,keyboard	
19	Wireless Presentation Collaboration System	Simultaneous Wireless Content sharing up to 4 NO PC/Laptop/Android Phone /MAC/IOS. Minimum {Resolution(3840x2160), Dual Wifi 2.4G&5G,Touch support Software, Output Port (HDMI&VGA), LAN Port RJ45X1, 3 x USB}, Mirror rotation 0/90/180/270 Annotation wide range of connectivity –Including Air Play ,No software Installation	
20	Visual Presenter	To project paper documents (Min. A4 size) and other objects upon the Interactive Touch Display screen.	
		Pixel – Minimum 3264*2448, Viewing angle – Minimum 73 degree, Autofocus, support digital zoom, Compatible with USB 3.0 & USB2.0	
21	Lecture Recording	Audio and Video recording along with presenter, Audience and screen content at a same time with a facility of editing.	
22	Camera	Full HD, Should have automatic focus, brightness & white balance, should provide minimum 12x Zoom and minimum 72 degree view angle	

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ANNEXURE- 3

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01

Date: 10.05.2019

SCOPE OF THE CONTRACT AND OTHER TERMS:

1. Milestone, Deliverables & Delivery Timelines:

Milestone	Deliverable	Timelines Start	Timelines End
M1	a. Supply and installation (scope of work clause 2.3) b. Commissioning (scope of clause 2.4) c. Performance Acceptance Test (PAT) – Post Commissioning (scope of work clause 2.5) d. Commissioning certificate by the Owner (scope of work clause 2.6)	D	D + 60 Days
M2	a. Warranty & Support (scope of work clause 2.7)	P	P + 5 years

D – Date of award of Work Order to the successful bidder
P – Commissioning date

2. Scope of Work:

- 2.1. Successful bidder shall work in co-ordination with BHEL team and OEMs for completion of project
- 2.2. All software to be provided as part of the solution should be licensed to “Bharat Heavy Electricals Limited”.
- 2.3. **Supply and Installation (M1-a)**
 - a) Supply, Unload, move to four no. of CLD-HRDI’s Conference halls, install, Configure and Test all the Smart Board units (Intelligent monitor with built in PC, Visual Presenter, Camera etc.) as per technical specification Annexure -2
 - b) Carry out installation of systems, fixing, termination and inter-cabling, etc. Arrange and provide requisite item, component, wall mount kit, cables, tools and software etc. for carrying out the installation and commissioning job. Proper documentation, labeling and tagging shall be done for all the equipment used in the entire solution for easy management and maintenance.
- 2.4. **Commissioning (M1-b)**
 - a) Commissioning of Smart Boards package for all training setups with all features and other software and related items.
- 2.5. **Performance Acceptance Test (PAT) – Post Commissioning (M1-c)**
 - a) To ascertain whether the commissioned solution meets the standard of performance and complete functionality acceptable by the owner.
 - b) To demonstrate that the system performs all the functions of hardware and software (as indicated in the Technical Specifications as per *Annexure - 2*) correctly and reliably.
 - c) If the commissioned Smart Board package are not able to meet PAT, the successful bidder shall rectify or fine tune parameters for obtaining the required functionality.
 - d) Once the successful bidder offers the system for testing again, the systems shall be tested again as per PAT.
- 2.6. **Commissioning Certificate by the Owner (M1-d)**
 - a) On successful PAT, the successful bidder shall submit a complete project report having the following:
 1. Configuration details, Feature lists of Smart Boards package units.



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2. cabling scheme.
 3. Insurance document of all the supplied equipment.
 - b) On submission of the complete project report as above, BHEL will issue a Commissioning Certificate mentioning the commission date.
- 2.7. Warranty & Support (M2-a):**
- a) On-site support for all hardware & software products and national telephonic support.
 - b) All the supplied equipment/systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty for 05 (Five) years. Warranty period shall start from the commissioning date.
 - c) The successful bidder shall provide all the services based on standards and the best practices to meet the SLA Clause (Clause No 4.2). If the performance and uptime does not meet the SLA, deductions as per "Penalty for SLA Non-Conformance" will be done from the quarterly lease charge.

3. Payment Terms:

Lease Start Date: The lease period will start from the date of issue of commissioning certificate by BHEL. Quarterly lease rental charges (after deducting prorata rent cut, for any SLA non-conformance) shall become payable at the end of each quarter. Any statutory deduction, if applicable, shall be deducted from the quarterly charges.

Payment of lease charges shall be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate, complete in all aspect after due verification subject to other terms & conditions mentioned in NIT (Taxes & Duties).

Payment will be made within 30 days from the last date of receiving all necessary documents required for processing the payment.

4. Special Terms and Conditions:

4.1. Penalty for Late Delivery:

Delivery date shall be within 60 days from the date of award of Work Order which also includes installation, testing and final acceptance by BHEL as per NIT Scope of the Contract and other Terms, (Annexure-3) Clause No-1. For the delay in delivery, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total contract value for entire contract period. This penalty will be deducted from the first quarter rental charges, in case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.

In case penalty becomes recoverable, the applicable GST shall also be recoverable from the vendor.

4.2. Service Level Agreement (SLA):

Support on 24X7 basis for all the hardware & software items. The successful bidder shall ensure that the following SLA parameters are met:

- a) An uptime of 99.5% on all hardware, software & services per month.

4.3. Penalty for SLA Non-Conformance:

At the end of each quarter downtime will be calculated for all the system. Downtime will be calculated on per month basis. The deductions will be made as per the following formula:



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- a) For: 80.0% <= uptime < 99.5% (Penalty at normal rate): Deduction (D) per month = downtime in minutes for a month (d) x rental per minute (r).
- b) For: uptime < 80.0% (Penalty at double rate): Deduction (D) per month = downtime in minutes for a month (d) x rental per minute (r) x 2.

5. E- Waste Disposal:

- Vendor shall ensure full compliance to E-waste (Management and Handling) Rules, 2011 for products being supplied to BHEL.
- Vendor should ensure that either them or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state
- Vendor shall manage a system directly or with a help of any professional agency for collection and channelization system of E-waste generated by the end of lifecycle of products supplied by it or whenever BHEL discards these products as E-waste.
- Vendor shall arrange for collection of e-waste generated at the end-of-life from BHEL or whenever BHEL discards these products as E-waste and channelize the waste to authorized collection centres or recyclers/dismantlers under E-waste (Management and Handling) Rules, 2011. Also,
- Vendor shall bear all costs including transportation costs etc. involved in the aforesaid arrangement
- Vendor shall provide the full contact details including helpline number of the authorized collection centres and collection points or their collection mechanism being used by them to BHEL and such information should be periodically updated.

6. TERMINAL PAYMENT:

- After completion of 5 Years BHEL shall have the right to acquire or surrender all the equipment at the end of lease period. In case BHEL decides to acquire the equipment, a nominal charge of Rs 1.00 per equipment will be paid as terminal payment and maintenance of these equipment shall be with the successful supplier until the ownership is transferred to the BHEL without any extra charges for a period of not exceeding 60 days from the last date of the lease period.
- In case of termination or surrender of equipment by BHEL at the end of the lease period, supplier will remove the equipment from purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

7. Details to be Quoted Format

S. No.	Details	To be quoted by the bidder
1	Size Offered of the Smart Board package as per technical specification Annexure - 2	
2	Make & Model Offered of the Smart Board packages as per Annexure - 2	
3	HSN Codes of the Smart Board packages as per Annexure - 2	
4	GST %age applicable	



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ANNEXURE- 4

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01
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GENERAL TERMS & CONDITIONS.

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
3. Tenders can either be deposited in tender room in person or sent by Courier/ Registered or Speed Post to the address mentioned in NIT. It shall be bidders' responsibility to ensure that tenders are delivered in time. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tenders received after the due date and time of opening shall be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. The tenderers shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission of the tender documents issued are incomplete or shall require clarification on any of the aspect. Scope of work etc., he/she shall at once contact the authority inviting the tender for clarification before the submission of the tender.
9. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER BY the Tenderer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
10. **ACCEPTANCE OF ORDER:** Bidder should acknowledge and accept the LOA/ Work Order issued by BHEL within 7 days of its receipt. Seller should examine the LOA/ Work Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc.

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for due rectification. If the Bidder fails to give such intimation/acceptance within seven days, the Bidder shall be deemed to have agreed to all terms & conditions as per LOA/ Work Order.

11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
12. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
13. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.

14. TAXES AND DUTIES:

- i. Prices should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Format.
 - ii. To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit complete Tax invoice containing all the particulars as stipulated under Invoice Rules of GST. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
 - iii. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for other reasons not attributed to BHEL, in such case any financial implication on BHEL account of delay/loss/recovery from BHEL of such GST credit along with in levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from agency's bill.
 - iv. Any statutory changes as and when made applicable by Government shall be applicable against documentary evidence.
 - v. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to agency will be subject to TDS as per rules in force from time to time. Tax Deduction at Source(TDS) shall be done as per the provisions of Income Tax Act, GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
15. **VALIDITY OF OFFER:** The offer/quotation/bid shall be kept open for acceptance for a minimum period of four (4) months from the date of opening of PART-1 bid of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
16. **TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.
17. **ARBITRATION & CONCILIATION:** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference;



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arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Noida/ Gautambudha Nagar, U. P. (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Noida/Gautambudha Nagar. U. P. (the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

18. SECURITY DEPOSIT:

1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
2. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
3. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work (within 7 days from the date of issue of Work Order). Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
4. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
5. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
6. Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL



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- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

19. SPECIAL CLAUSES:

- a. All the items to be supplied must be NEW.
- b. All the Items must be supplied in full and complete.
- c. No item shall be offered whose end-of-sale or end of life has been declared by the OEM or has been declared to be under phase out.
- d. The rates will be valid for six (06) months from order date. BHEL, at its discretion may ask the successful bidder for the similar or higher specifications in this period at the same lease charges for any additional quantity of items upto 25% of the original quantity as per RFP.

20. GENERAL TERMS AND CONDITIONS:

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, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

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

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.



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20. NON-DISCLOSURE AGREEMENT:

- a. The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.
- b. All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non-Disclosure Agreement (NDA) as per **Annexure-7** in line with the Owner's Information Security Management System (ISMS).

21. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

22. BID OPENING :

- a. PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- b. In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- c. Purchaser/Lessee also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- d. Not more than two representatives from each bidder will be permitted to be present during tender opening.
- e. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- f. Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- g. Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- h. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- i. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- j. Purchaser/Lessee reserves the right to negotiate the tender, if required.

23. DEVIATIONS: Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per Annexure-9.

Technical & Commercial - No deviation is acceptable.

24. LANGUAGE OF THE BID & CORRECTIONS:

- a. The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.



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- b. Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in BLUE/BLACK INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- c. All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- d. However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

25. REJECTION OF BID AND OTHER CONDITIONS:

- a. Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- b. If required, BHEL is entitled to ask for any equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.
- c. Equipment offered must have current certifications as detailed in relevant sections. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
- d. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- e. Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- f. The acceptance of bid will rest with the Purchaser/Lessee and does not bind him to accept the lowest or any bid. The Purchaser/Lessee reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 1. to reject any or all the bids.
 2. to increase or decrease the quantities.
- g. Late Bids: Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.
- h. The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.
- i. If the bidder deliberately gives wrong information in his bid, Purchaser/Lessee reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- j. If the Prices/Rates of one or more of the enquired equipments have not been quoted, the offer is liable to be rejected.
- k. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.



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26. CLARIFICATION ON BIDDING DOCUMENTS:

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to dshekhar@bhel.in as per tender clause of **Key Activities and Dates**. The reply to the queries will also be made available from the same. BHEL will not entertain or respond to bidders' queries received after the mentioned date.

Amendment of Bidding Documents:

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

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) and cpp portal in Tender Notification section under the original tender enquiry number.

27. EVALUATION AND COMPARISON OF BIDS:

- a. Totals / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- b. Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- c. Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- d. Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at the lowest valid price bid (L1). This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the concerned Ministry.
- e. 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. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company in line with multiplication factor communicated before RA.
- f. In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. 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 guide lines in vogue.



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g. Business rules for RA are contained in Annexure-8.

The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The bidding evaluation is based on L1 criteria. Further the tender is NOT divisible. The evaluation of responsive bids shall be done in 3 stages:

Stage-I: Evaluation of Response to Eligibility Criteria:

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for stage II evaluation.

Stage-II: Evaluation of Technical & Commercial Bids:

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation.

Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents.

BHEL's Technical Committee will then evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

Stage -III: Evaluation of the Price Bid:

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The total cost of the bid will be calculated as under:

- i. Total cash outflow for 5 years on lease basis for Hardware, Software, Facility Management, Redeployment, etc, including duties, taxes, warranty & support for the entire lease period.
- ii. The bid having the least total cash outflow for 5 years will be considered L1 bidder. Evaluation of L1 ranking will be on the basis of total lease Charges including all applicable Taxes and Duties but excluding all input credits available to BHEL so as to assign tender priority based on cost to BHEL. The L1 Bidder shall be eligible for award of contract.

Purchaser's Right to accept or Reject any or all Bids:

The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

28. EXCLUSIONS:

The Bidder shall clearly indicate the items under "Exclusions" head, which are excluded from the scope of Bidder's work, if any.

29. STATUTORY OBLIGATIONS:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.



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30. LIABILITIES FROM THE CONTRACT:

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

Successful bidder's liability will be limited to the value of this contract only and will not be liable for any consequential damages.

31. EXEMPTION:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

32. INSURANCE:

Insurance for the complete Systems/ Goods shall be arranged by the Vendor/ Lessor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser/ Lessee, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/ Lessor. Evidence of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

33. INDEMNITY:

Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor / Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor 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/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

34. Risk Purchase:

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of



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- a. The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b. The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new WO (Work Order) is more than total value of old WO (Work Order).

And

- b) Additional 30% overheads as departmental charges on the ex-works value of new WO (Work Order)

35. ADDITIONAL FACILITY REQUIRED IN FUTURE ON SUPPLIED EQUIPMENT

In case any additional facility is required in future on any of the supplied equipment, the Vendor/Lessor shall provide the same at mutually agreed terms & conditions.

36. 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.

37. PATENT & TRADEMARK:

Vendor/Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

38. MERGER & ACQUISITION:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.



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Annexure-5
Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01
Date: 10.05.2019

PRICE FORMAT

Sl.No.	Item Name	Qty	Towards Equipment Quarterly Cost/Outright purchase price/per item(excluding taxes) (INR)	Towards Quarterly Maintenance cost /per item (Excluding taxes) (INR)	Incidentals like Quarterly Interest cost on capital/per item (Excluding taxes) (INR)	Quarterly Cost per Item (Excluding taxes) (INR)	Per Quarter Lease Charges for the Total 04 Nos. Qty. (excluding Taxes) (INR)	Total Lease Charges for the Total Qty. for 5 Years (20 Quarters) (excluding Taxes) (INR)
		A	B	C	D	E=B+C+D	F=E*A	G=F*20
1	Intelligent Monitor with Built-in PC/Smart board package as per Technical specification Annexure 2	4						
						Total in INR (G)		
5 YEAR LEASE PRICE FOR TOTAL QUANTITY WITHOUT TAXES								
5 YEAR LEASE PRICE FOR TOTAL QUANTITY WITH TAXES (GST = 18%)								
1 YEAR LEASE PRICE FOR TOTAL QUANTITY WITH TAXES (GST = 18%)								
1 QUATER LEASE PRICE FOR TOTAL QUANTITY WITH TAXES (GST = 18%)								

Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL"), i.e. 5 YEAR LEASE PRICE FOR TOTAL QUANTITY WITH TAXES.

Date:

Place:

Signatures :
Name & Designation :
Stamp of the bidder :

Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)
Regd.Office: BHEL House, Sirifort, New Delhi-110049



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Annexure – 6

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01

Date: 10.05.2019

Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:





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Annexure – 7

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01

Date: 10.05.2019

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and _____, a _____ corporation, hereinafter called “The Bidder”, whose principal mailing address is _____ .

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for Four (04) numbers of Smart Boards (Intelligent Monitor with Built-in PC) for Conference Halls at CLD-HRDI, BHEL, Noida on lease rental basis for 5 years, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The

Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)
Regd.Office: BHEL House, Sirifort, New Delhi-110049



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Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or



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- 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of five (5) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

_____ **BHARAT HEAVY ELECTRICALS LTD.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

Witness

1.

1.

2.

2.

Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com
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Annexure – 8

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01

Date: 10.05.2019

Business Rules for Reverse Auction - Draft

Business Rules for Reverse Auction for -----
----- as per the agreed Technical Specification against the Tender No. -----
-, Dated -----.

BUYER'S NAME	M/s. BHARAT HEAVY ELECTRICALS LIMITED CORPORATE LEARNING & DEVELOPMENT, SEC-16 A, NOIDA, UP-201301
AUCTION TO BE CONDUCTED BY	----- ADDRESS:- -----
DATE & TIME OF AUCTION	Auction Date: Online Sealed Bid Time: Online Reverse Auction Time: Auction website : http://
DOCUMENTS ATTACHED	1) Terms & Conditions of Reverse Auction (Annexure – A) 2) Business Rules for Reverse Auction (Annexure – B) 3) Price Format (Annexure- 5) 4) Process Compliance Form (Annexure - C) 5) Details of item (s) to be Reverse Auctioned (Annexure-D) 6) Post RA Price confirmation by bidder (Annexure – E)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.</u>



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ANNEXURE – A

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item 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 online 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 containing details like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax/e-mail the Reverse Auction Process Compliance Form (annexure C) provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (Price Format- Annexure 5) 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 E) 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



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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.

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.

Handwritten signature and date: 10.10.19



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ANNEXURE – B

BUSINESS RULES FOR REVERSE AUCTION

This has reference to Enquiry, Reverse Auction Schedule and the Item description mentioned in the cover page of this document. BHEL shall finalise the Rates for the “-----” through Reverse Auction mode.

BHEL has made arrangement with M/s. -----, who shall be BHEL’s authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per following:-

- (a) BHEL Enquiry No. -----, Dated -----,
- (b) Bidders technical & commercial bid (in case of two-part bid) as per the specifications finalized against the above tender and
- (c) Subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be 60 minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The “opening price i.e. start price for RA and bid decrement will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no additional confirmation / acceptance of that price by the sealed bid L1 bidder is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on XX.XX.XXXX and the duration of online sealed bid will be XXminutes. All bidders to submit their online sealed bids during this period.

- Online Sealed Bid:-

Start Time- XXXX

Close Time:- XXXX

-Online Reverse Auction:-

Start Time:- XXXX

Close Time:- XXXX



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3. **Auction extension time:** If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the Auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. ----- with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the Total Cost to BHEL (.....) for the items specified. Calculation sheet to arrive at the Total Cost to BHEL will be provided by BHEL.
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees*. In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.
6. **Validity of bids:** Price shall be valid for **60 days** from the date of reverse auction. This shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** M/s. -----, Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. ----- to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/bidders company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/technical loading shall be intimated to bidders prior to RA. The Price Format provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.



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11. Computerized reverse auction shall be conducted by BHEL (through M/s -----), on pre- specified date, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders responsibility/decision to send fax/e-mail communication immediately to M/s ----- furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed/e-mailed price online so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message/e-mail is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed/mailed. It shall also be clearly understood that the bidder shall be at liberty to send such fax/e-mail communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time/reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax/e-mail message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor Service Provider is responsible for such eventualities.

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidders interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.



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Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the Auction Originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of each lowest proxy bid and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from M/s. -----

14. M/s. -----, shall arrange to demonstrate/ train the bidder or bidders nominated person(s), without any cost to bidders. M/s. ----- shall also explain the bidders, all the rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance for as Annexure C. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-XX) for price breakup including that of line items, if required, quoted during the online Reverse Auction, duly signed and stamped as token of acceptance without any new condition, after the completion of auction to M/s. ----- besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders bid will be taken as an offer to execute the work of the item as per **Enquiry no.** -----, **Dated** ----- Bids once made by the bidder, cannot be cancelled/withdrawn and bidder shall be bound to execute the work as mentioned above at bidders final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder

10.10.19



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- c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
 20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
 21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
 22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
 23. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. ----- the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL / service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
 24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 communication with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



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ANNEXURE – C

PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing /e-mailing)

To

- _____

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for “_____” against

BHEL Enquiry No. _____, Dated _____.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will e-mail/ fax the price confirmation & break up of our quoted price (including that of line items) as per _____ within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. _____
- 5) we also confirm that in case we become L1 bidder, the envelope sealed price bid submitted by us shall be opened by BHEL and we agree to accept the lower of the two bids (RA closing price & envelope sealed price) for placement of order and we have understood that in case online sealed bid placed by us is found higher than envelope sealed price bid submitted by us, then BHEL may take action as stipulated in NIT.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

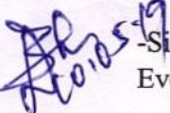
Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

 Sign this document and Fax/Mail it to M/s _____ prior to start of the Event.



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ANNEXURE – D

Item Description:

As per tender enquiry ref. no. _____ dated _____ (along with amendments /corrigendum and clarifications).

Details as per "PRICE BID FORMAT of the tender enquiry (along with clarifications).

The Reverse Auction will be held for the following value:

Format for Reverse Auction for '----- -----',	
RFP Ref. No. ----- dated _____	
Item Description	Total Cost of Four (04) numbers of Smart Boards (Intelligent Monitor with Built-in PC) for Conference Halls at CLD-HRDI, BHEL, Noida on rental lease basis for 5 years

[Handwritten signature]
10/05/12



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ANNEXURE – E

RA price confirmation and breakup

To

- _____

CC: M/s Bharat Heavy Electricals Ltd.

Corporate Learning & Development, Sector-16A, Noida-201301

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted **Rs** _____ **in value & in words** _____

_____ (Final Net Cash Out Flow) for
_____ covered under Tender Enquiry No.
_____ dated _____, as our Final Bid along with the Price
Break up as quoted during the Reverse Auction Template Format provided by BHEL.

The above price will be valid for a period of **60 days from the date of Reverse Auction.**

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name: Company:

Date:

Seal


10.05.19



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ANNEXURE-9

Tender Enquiry Ref. no. AA/CLD/2019-20/ PUR/SB/01
Date:10.05.2019

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:


10.05.19