



Bharat Heavy Electricals Ltd.



Maharatna Company

Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi-110049

Tender Document
For hiring of services for Maintenance of BHEL's website www.bhel.com

Tender Enquiry No.: CC/WEBS/02/2016-17 dated 08.02.2017

Issued by:
Corporate Communication
Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi-110049

Total No. of Pages: 31

पल्लवी चौधरी / PALLAVI CHAUDHURI
कार्यपालक / Executive
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल. हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi - 110049



Bharat Heavy Electricals Ltd.

ISSUE LETTER OF BIDDING DOCUMENT

NAME OF WORK : Hiring of services for Maintenance of BHEL's website

TENDER NUMBER : Tender No. CC/WEBS/02/2016-17

One set of Tender document is hereby issued to:

Name of the Bidder:

Address of the Bidder:

| Nature of work | Cost of Tender Documents (in Rs.) | Date of Issue of Tender Documents | Tender submission date & time | Tender opening date & time |
|--|-----------------------------------|-----------------------------------|-------------------------------|----------------------------|
| Hiring of services for Maintenance of BHEL's website | NIL | 08.02.2017 | 20.02.2017 by 1300 hrs | 20.02.2017 at 1500 hrs |

Executive (CC)
Corporate Communication
Bharat Heavy Electricals Limited
BHEL House, Siri Fort
New Delhi-110049

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कोर्पोरेट संचार / Corporate Communication
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
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NOTICE INVITING TENDER

To provide services for maintenance of BHEL Website along with providing support for the updation on static and dynamic pages as and when required by BHEL initially for a period of two years, sealed offers under two part bid system are invited from Delhi-NCR based Technically Competent, Experienced and Financially Sound Website Maintenance agencies (meeting Pre-Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry).

The shortlisted agency shall subsequently enter into separate rate contract with BHEL for various activities as listed in the Scope of Work (Annexure II of the tender enquiry). The duration of service contract shall be two years which may be extended as may be applicable. Following points relevant to the tender may please be noted and complied with:

1.0 Salient features of NIT

| Sl. No. | ISSUE | DESCRIPTION |
|---------|---------------------------------------|---|
| i | Tender no. | NIT NO. CC/WEBS/02/2016-17 |
| ii. | Name of Work | Tender for Hiring of services for Maintenance of BHEL's website |
| iii. | Tender Document Cost | NIL |
| iv. | Earnest Money Deposit (EMD) | Rs 7,150/- (Seven Thousand One Fifty only) payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi |
| v. | Place of Issue of Tender | Corporate Communication Bharat Heavy Electricals Limited BHEL House, Siri Fort New Delhi-110049 |
| vi. | Submission/ Receipt of tenders | Up to 1300 hrs on 20.02.2017 at Corporate Communication Bharat Heavy Electricals Limited BHEL House, Siri Fort New Delhi-110049 |
| vii. | Opening of Tender | On 1500 hrs on 20.02.2017 at Corporate Communication Bharat Heavy Electricals Limited BHEL House, Siri Fort New Delhi-110049 |
| viii. | Last Date of seeking clarification(s) | In writing/via emails, at least 3 days ahead of the date of submission of bids at the address of the undersigned. |

| | | |
|-----|----------------|---|
| ix. | Latest Updates | Latest updates on the Important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications, Terms & Conditions etc. will be hosted on BHEL webpage (www.bhel.com) & https://eprocure.gov.in and not in the newspapers. Bidders to keep themselves updated with all such information |
|-----|----------------|---|

2.0 Terms and Conditions

- 2.1 Interested Agencies (meeting Pre-Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) may collect the tender document from BHEL Corporate Communication office or by downloading from BHEL webpage (www.bhel.com) & <https://eprocure.gov.in>
- 2.2 Mere issuance of tender document/ obtaining tender document through BHEL web site should not be construed that the bidder is considered qualified.
- 2.3 The tender document shall not be sent by post.
- 2.4 Bids/ offers may be sent by post/ courier to the office of tender submission authority namely, Additional General Manager, Corporate Communication, Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi-110049.
However, BHEL accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received incomplete/ late are liable for rejection.
- 2.5 EMD as mentioned above shall be paid separately by DD/ Pay Order of any scheduled Indian bank in favour of Bharat Heavy Electricals Limited, payable at New Delhi. Offer received without EMD will be rejected.
- 2.6 During opening of Techno-commercial Bid (i.e. Part-1) the name of Bidders who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever will be read out.
- 2.7 Bidders will not be allowed to quote in association with their group companies or in association with other companies. Therefore, all the supporting documents required to be submitted with the tender documents are to be in the name of bidding agency only.



Bharat Heavy Electricals Ltd.

- 2.8 Each and every page of Tender document along with supporting documents should be signed by authorized person with company seal as a mark of their acceptance of terms and condition of the tender.

For & On behalf of
Bharat Heavy Electricals Limited

(Pallavi Chaudhuri)
Executive (CC)

Corporate Communication,
Bharat Heavy Electricals Limited,
BHEL House, Siri Fort, New Delhi-110049

Date: 08.02.2017
Place: New Delhi

Enclosures:

- | | |
|----------------|---|
| Annexure- I | : BHEL- Corporate Profile |
| Annexure- II | : Scope of Work |
| Annexure- III | : Special Terms & Conditions (includes PQR) |
| Annexure- IV | : General Terms & Conditions |
| Annexure- V | : No Demand Certificate (WAM II)- To be provided to & filled in only by the successful bidder |
| Annexure- VI | : Price Proforma |
| Annexure- VII | : No Deviation Certificate |
| Annexure- VIII | : Declaration Certificate (Infrastructure and Manpower) |
| Annexure- IX | : Declaration Certificate (Legal) |
| Annexure- X | : Submission of Offers |
| Annexure- XI | : Checklist |
| Annexure- XII | : NEFT Details Format |

पल्लवी चौधुरी
कॉर्पोरेट कम्युनिकेशन
भारत हेवी इलेक्ट्रिकल्स लि.
नई दिल्ली-110049
PALLAVI CHAUDHURI
Executive
Communication
Electricals Ltd.
Siri Fort
New Delhi - 110049



Annexure I

BHEL – CORPORATE PROFILE

Established in 1964, Bharat Heavy Electricals Limited (BHEL) is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India. It offers a wide range of state-of-the-art products, systems and services to core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Defence, Renewable Energy, Oil & Gas and Water.

BHEL's mammoth size of operations is evident from its widespread network of 17 Manufacturing Units, 2 Repair Units, 4 Regional Offices, 8 Service Centres, 8 Overseas Offices, 6 Joint Ventures, 15 Regional Marketing Centres and more than 150 project sites across India and abroad. The company has an overseas presence in 80 countries across all the six continents with the cumulative overseas installed capacity of BHEL manufactured power plants nearing 10,000 MW. All facets of its manufacturing and service operations are accredited to the ISO 9000 series of quality systems.

Power Sector

BHEL is one of the few companies in the world having the capability to manufacture the entire range of power plant equipment and has proven turnkey capabilities for executing power projects from concept-to-commissioning. The power generation sector comprises thermal, gas, hydro and nuclear power plants. BHEL:

- Supplies steam turbines, generators, boilers and its auxiliaries up to 1000 MW. Currently executing projects on EPC basis including supercritical sets of 660/700/800 MW ratings
- Supplies hydro turbines and generators of up to 250 MW
- Manufactures 220/235/540/550/ 700MWe nuclear turbine generator sets
- Has proven expertise in plant performance improvement through renovation, modernization and uprating of a variety of power plant equipment
- Has special knowhow of residual life assessment, health diagnostics and life extension of plants
- Has supplied thermal sets that have consistently exceeded national average efficiency parameters.

With key focus on project execution, worldwide installed base of power generating equipment supplied by BHEL has exceeded 170 GW. BHEL's 55% share in India's total installed capacity and 58% share in the country's total generation from thermal utility sets (coal based) as of March 31, 2016 stand a testimony to its valuable contribution towards nation building.

Industry Sector

BHEL is a leading manufacturer of a variety of Industrial Systems & Products and meets the growing demand for major industries like oil and gas, metallurgical & mining, fertilizers, sugar, fertilizers, refiners, paper & petro-chemicals etc. Besides this, Industry Sector operations also provide complete solutions for captive power generation, transmission, transportation, renewable energy, water management, defence and other industrial products.

Major areas of operation include:

- Captive Power projects: Supplies Steam Turbine and Gas Turbine based Captive Power Plants
- Transmission: Execution of EHV & UHV substations ranging from 132 kV to 765 kV & HVDC converter stations up to ± 800 kV, power transformers, shunt reactors, vacuum & SF6 switchgear, gas insulated switchgears, ceramic insulators, etc.
- Transportation: Manufactures IGBT based propulsion equipment (traction converter/auxiliary converter/VCU), 25kV AC locos, EMU coaches and diesel electric locos up to 1400 HP
- Renewables: EPC solutions from concept to commissioning for grid connected and standalone PV applications ranging from KW to MW sized plants, space grade solar panels and space grade batteries
- Water: Turnkey solutions for water treatment systems including Pre Treatment plants (PT), Seawater Reverse Osmosis (SWRO) plants, Demineralization (DM) plants, RO plants for industrial applications, Waste Water/ Effluent Treatment plants (WWTP)/ (ETP), Sewage Treatment plants (STP) and Zero Liquid Discharge (ZLD) systems
- Industrial products (Electrical & Mechanical): Range of industrial products including oil rigs, wellheads & Xmas trees valves, fabricated equipment & boiler feed pumps, compressors & AC machines
- Defence: Supplier of strategic equipment to Indian defence forces including Super Rapid Gun Mount & Integrated Platform Management System for naval Ships, Thermo pressed components, Heat exchangers for LCA, Turret castings for T72 tanks, castings for ships and simulators etc.

BHEL has been adept at transforming itself in line with the market requirements throughout its illustrious journey. Right from its incorporation in a protected market to facing the pressures of a liberalized economy and the current slowdown in the economic environment, BHEL has evolved by transforming its strategies from product manufacturing to market orientation, business excellence through portfolio restructuring and the current focus on sustaining growth through diversification.

Diversification in transportation, transmission, defence, water & renewables is the strategy adopted to maintain a balanced portfolio of offerings. This strategy of diversifying and capitalizing new business opportunities stems from the commitment to innovation led growth which is an indispensable part of BHEL's business model. R&D focus of the organization is quite diverse ranging from advance ultra-supercritical thermal power plants to grid connected renewable energy systems.



Bharat Heavy Electricals Ltd.

BHEL's greatest strength is its highly skilled and committed workforce of about 42,000 employees who have been the cornerstones of BHEL's journey of excellence.

Further, the concept of sustainable development is inculcated in the DNA of BHEL which is evident from its mission statement- "providing sustainable business solutions in the fields of energy, industry and infrastructure". BHEL is also engaging with the society with its social initiatives aimed at Community Development, Health & Hygiene, Education, Environment Protection, Disaster Management, and Talent up gradation/ Skill development.

पल्लवी चौधरी / PALLAVI CHAUDHURI
कॉर्पोरेट कम्युनिकेशन / Corporate Communication Executive
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Ltd.
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Annexure-II

SCOPE OF WORK

The broad scope of work for the agency to be hired to provide services for maintenance of BHEL website is defined below:

PROVISIONS TO BE MADE

- Provision of auto-responders to e-mail accounts, Search facility and Site map.
- Provision for full form support with validation on major fields and automatic submission to e-mail address once the user submits them.
- Provision of source code with facility to receive data through "forms" including database connectivity.
- Provision / availability of website statistics as per BHEL requirements including all logs, average no. of hits per day etc., as separate reports or through web link for management view" as and when required.
- Provision for setting some Web pages as accessible to subscribed users only - dealing with built in applications.
- Provision for latest version of Adobe Acrobat reader and Real Player or equivalent for Multi Media clippings.

WEB SITE PUBLISHING

- Web pages on a base of HTML & PHP codes comprising of Text Audio, Video, Video and Graphics (Animated and Static) with impressive background. Video clippings will be provided by BHEL. Average page size will be 150KB excluding audio and video.
- Design of web pages to include JAVA Script programming ,Composing of text/color blending, Giff Animators, Static HTML coding, Dynamic coding, search based on CGI scripting ,Flash Animator Change ,Database creation , support for CGI scripts for handling mail forms and linkage to web page, scanning of 3-4 minimum pictures and rendering of special effects while design of dynamic pages including all above and shock wave macromedia , Flash Animator, 15 seconds movie with sounds, video clip, porting of audio files into digital format and porting video files into digital format.

WEB SITE PROMOTION

- Registration with 10 internationally renowned Search (Engine) Services for which success ranking status would be submitted by the vendor every quarter.
- Universal Digital Data Interface and linkages to sites relevant to BHEL. (Like associated collaborators, financial institutions, associated Indian Sites, etc. as per BHEL requirement). A list to be provided as requested by BHEL.
- Complementary advertisement for BHEL site on agency's web pages.

MAINTENANCE

- a) Maintenance for a period of 2 years and support for the updation on static and dynamic pages as and when required by BHEL will be provided by the agency.
- b) The 2 years' maintenance period shall start from the date of Award of Work.

Note:

- 1.) BHEL reserves the right to short close the contract in case of any unprofessional attitude, major omission, and unsatisfactory performance on the part of the agency.
- 2.) BHEL also reserves the right to short close this contract by giving a prior notice of 01 month. In such a case, all bills/payments pending with BHEL for all completed jobs as on date will be duly processed.
- 3.) Since Units across BHEL (country-wide) work on Saturdays and on several other holidays as well, uninterrupted access to BHEL website for uploading of Tenders, EOs etc., shall be required. Hence service provider should necessarily need to have full access to BHEL website and back-up for providing uninterrupted service even on Saturdays and other holidays.

SECURITY

- a) Website development has to be in-line with the guidelines for developing secure web application issued by CERT-IN (<http://www.cert-in.org.in>) from time to time.
- b) BHEL would conduct periodic audits of the website and identify the security vulnerabilities. The maintenance agency has to implement the changes for immediate removal of reported vulnerabilities without any additional charges.

GENERAL

- a) Revamp of home page (index page) after every three months, if required, and complete documentation in respect of Source Code and Databases (in CD ROM) to be provided along with quarterly invoice.
- b) Maintenance agency will arrange training of BHEL personnel(s) at vendor premises on the use and method of retrieving statistical and other information like uploading and downloading files for 05 days. BHEL reserves the right to not use this training, in such a case no payment shall be made on this account.
- c) Data in the form of text / pictures/graphics/other details shall be provided by BHEL preferably in digital form. Wherever the digital data is not available, the same will be provided in neatly typed form on A-4 size papers.
- d) All source codes will be the exclusive property of BHEL after it is successfully tested and implemented on the selected site.
- e) Agency will not put any advertisement on BHEL website without explicit permission from BHEL.

Annexure III

SPECIAL TERMS AND CONDITIONS

1.0 ELIGIBILITY CONDITIONS/ PRE QUALIFICATIONS REQUIRMENTS

1.1 PRE QUALIFICATION REQUIREMENT (PQR) FOR AGENCIES

Offers shall be considered only from INDIAN, TECHNICALLY COMPETENT, EXPERIENCED AND FINANCIALLY SOUND agencies who meet the following PRE-QUALIFICATION REQUIREMENT:

| S.No. | Parameter/Criteria/Requirement | Minimum Requirement | Documents required in support |
|-------|--|--|---|
| i | EXPERIENCE & PAST PERFORMANCE | Experience of successfully executing job contracts for maintenance of similar Websites for at least three PSU's/ Govt./ Listed Companies during the last 5 years, ending 31.01.2017. At least One similar completed work costing not less than Rs. 4.11 lakhs OR At least Two similar completed works costing not less than Rs. 2.67 lakhs each OR At least Three similar completed works costing not less than Rs. 2.05 lakhs each | The bidders are to enclose self-attested Work Order copies of order executed along with satisfactory completion certificates issued by the parties, on their official letter-heads, for whom the said job has been successfully executed. |
| ii | ANNUAL TURNOVER for FY 2013-14 FY 2014-15 FY 2015-16 | Average Annual Turnover of last three years should be more than or equal to Rs. 2,05,528/- | Certified true copy of Audited Balance Sheet, Profit and Loss Account and Income Tax Returns (as applicable in the individual bidder's case) duly vetted by a CA should be submitted. |

| | | | |
|------|---|--|---|
| | | | <p>Along with the above, the following documents are also required:</p> <ul style="list-style-type: none"> • Copy of PAN card • Service Tax Registration certificate • Copy of proof of registration for various taxes as may be applicable in the individual bidder's case. |
| iii. | Full-fledged office with adequate infrastructure and manpower | Office (At least 01) in Delhi-NCR region with Complete set-up and trained manpower | <p>1. A self-certified copy on bidder's letter-head to certify availability of Full-fledged office with adequate infrastructure and trained manpower (minimum 10 technical resources) to efficiently carry out the job as per our requirement as detailed in attached Scope of Work. Declaration Certificate (Infrastructure and Manpower as per Annexure VIII)</p> |

| | | | |
|--|--|--|---|
| | | | <p>2. Latest copies of address proof of either one of the following: Valid Registration with Local Tax Authorities or latest Electricity Bills, latest Telephone Bills in the name of the bidder/ bidding firm.</p> |
|--|--|--|---|

2.0 EVALUATION OF TENDER AND AWARD OF WORK:

2.1 AWARD OF WORK shall be made on the overall lowest compliant bidder on the lowest amount quoted through Sealed price bid opening. BHEL's decision in this regard shall be final & binding on bidder.

The evaluation criteria have been detailed below (Clause 2.2):

2.2 PRICE EVALUATION

- 2.2.1 a. Part "II" i.e. Price Bid: Price bids of only Techno-commercially qualified bidders will be opened by BHEL on the same day or on any subsequent day after prior intimation to bidders who have qualified the Techno-commercial bids.
- b. Evaluation of the L1 bidder shall be done on the basis of amount quoted against Sl. No. 2 of the Price Proforma. Award of work will be on the basis of lowest amount quoted by the compliant bidder. Order shall be placed on the L1 bidder. Successful bidder shall be required to match the L1 price of any other bidder for activities mentioned at S. Nos. 3, 4 & 5 of the Price Proforma, in order to ensure that it is the overall L1 bidder for the job.
- 2.2.2 Prices to be submitted in a separate sealed cover in the enclosed Price Proforma /format only. Failing to do so shall lead to rejection of bid. (Annexure - VI).

Bidder must note that the bid should be submitted as per the details given at Annexure X (Submission of offers). Failing to do so shall lead to rejection of Bid.

3.0 DURATION OF SERVICE CONTRACT

- 3.1 BHEL shall enter into a service contract with the selected agency (on rates as finalized in the Price Evaluation above) for a period of two years, with an option of extending it as may be applicable.

4.0 QUERIES OF BIDDERS

- 4.1 Bidder(s) are required to send their queries, if any, in writing/via email at least 3 days ahead of the date of submission of bids.

5.0 EXPENSES TO BE BORNE BY BIDDERS

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

6.0 PENALTY- QUALITY

- 6.1 If the final product/work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, penalty shall be imposed at a rate to be decided by BHEL. Agency shall be given reasonable opportunity to place their side before the penalty is applied.
- 6.2 Penalty on grounds of loss of data- No payment of any kind would be made or bills entertained in case of partial or complete loss of data. Further penalty shall be levied as applicable for the above.

7.0 LIQUIDATED DAMAGES - DELAY

- 7.1 Since the jobs involving uploading of advertisements/tenders/press releases etc. are time bound, in case of delay/non-completion of the job in time, the service contract is liable to be suspended with immediate effect and BHEL shall start proceedings for termination of the contract as per clause no. 15.0 of General Terms and Conditions (Annexure IV) of the tender enquiry.

8.0 PERIODIC REVIEW

- 8.1 The performance of the shortlisted agency shall be reviewed regularly, on the basis of reports received from the user departments. Further continuation of

the service contract, thereafter, shall depend upon the satisfactory performance.

9.0 OTHER IMPORTANT CONDITIONS

- 9.1 The agency shall at all times indemnify BHEL against all claims which may be made in respect of infringement any right protected by patent, registration of designs or trade-mark; provided always that in the event of any claim in respect of alleged infringement of patent, resisted designs or trademark being made against BHEL, BHEL shall notify the agency who shall at its own expense either settle any such disputes or conduct any litigation that may arise there from.
- 9.2 Bidders will not be allowed to quote in association with their group companies or in association with other companies. Therefore, all the supporting documents required to be submitted with the tender documents are to be in the name of bidding firm only.
- 9.3 Quality of the job and promptness of service are of paramount importance.
- 9.4 Offloading/subletting of the job to outside agencies shall not be allowed.

पल्लवी चौधरी / PALLABI CHAUDHURI
कार्यपाल / Corporate Secretary
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
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Annexure IV

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (refer Annexure XI).
- 1.2 Offer should be either typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.

2.0 EARNEST MONEY DEPOSIT (EMD)

- 2.1 Your offer shall be accompanied with a DD / Pay Order for Rs. 7,150/- drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. **Offers received without EMD shall be rejected.** Refund of EMD of the bidders shall be as follows:
 - a) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
 - b) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- 2.2 Bidders may please note that EMD carries no interest.
- 2.3 EMD shall be forfeited in the following cases:
 - a) If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price.
 - b) The tenderer does not commence the work within the specified period of LOI/ Contract.

3.0 PRICE

- 3.1 Price quoted as per price bid format should be firm. No increase in rates will be allowed once the bids are opened and the same will remain valid for the entire period of this contract.
- 3.2 Price to be filled in as per the Price Proforma (Annexure VI). Change in Price Proforma is not allowed.
- 3.3 All prices should be inclusive of all taxes and duties, etc., as applicable except service tax in case applicable. Service Tax portion should be indicated separately in the place provided in the Price Proforma (Annexure VI).
- 3.4 If, in the price structure quoted for the items, 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.
- 3.5 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

- 3.6 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 subject of (3.4) and (3.5) above.
- 3.7 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.
- 3.8 Offers not fulfilling any of the above conditions are liable for rejection.

4.0 VALIDITY OF OFFER

- 4.1 Your offer shall be valid for a period of 60 days from the date of opening of the offer for our acceptance.

5.0 TAXES

- 5.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be inclusive of all taxes, duties and levies except Service Tax. However, the amount towards Service Tax should be indicated separately in the specified place in Price Proforma enclosed as Annexure -VI.

6.0 SECURITY DEPOSIT (SD)/ PERFORMANCE GUARANTEE

- 6.1 Successful bidder has to submit a Security Deposit. 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.
- 6.2 **Modes of deposit:**
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
i) Cash (as permissible under the extant Income Tax Act)
ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable in favour of BHEL)

(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)

7.0 PRICE ESCALATION CLAUSE

- 7.1 All the prices quoted by the agencies shall be in Indian Rupees and shall remain unaltered for the entire period of the service contract.

8.0 TERMS OF PAYMENT

- 8.1 Maintenance charges for 2-year contract period would be payable on quarterly basis after satisfactory maintenance; and completion of all allotted assignments as per order.
- 8.2 Payment shall be released within 30 days of receipt of invoice along with Back-up of entire BHEL website on CD. While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 8.3 BHEL reserves the right to make payment through E-mode. Successful agency shall be required to furnish the following information upon selection on its letter head as per Annexure XII.

9.0 LATEST UPDATES

- 9.1 All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and <http://eprocure.gov.in>) only and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

10.0 CONFIDENTIALITY

- 10.1 All the material sent to the Agency shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

11.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 11.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty and confidentiality clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure VII.
- 11.2 Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure VII or counter terms and conditions prescribed by the Agency in the Tender shall not be considered and may lead to outright rejection of such offer.

12.0 INCOMPLETE TENDERS

- 12.1 Incomplete tenders, which do not contain all the information called for, are liable to be rejected.
- 12.2 The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

13.0 CANCEL/SCRAP OF TENDER

- 13.1 BHEL also reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

14.0 LEGAL DECLARATION

- 14.1 The bidding agencies are required to give a declaration that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also the agency should not have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. They also need to certify that their Firm /Company or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. The declarations format is as per Annexure IX of the tender enquiry. Failure to provide 'Declaration Certificate' as per prescribed format in Annexure IX may lead to rejection of offer.

15.0 CONTRACT TERMINATION

- 15.1 BHEL reserves the right to short close the contract in case of any unprofessional attitude, major omission, and unsatisfactory performance on the part of the agency including repeated delay in response time.
- 15.2 BHEL also reserves the right to short close this contract by giving a prior notice of **one month**. In such a case, all bills/payments pending with BHEL for all completed jobs as on date will be duly processed.

16.0 AUTHORISED OFFICER

- 16.1 Head of Corporate Communication of BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding on the agency. The authorized officer shall hold all the meetings at Delhi only.

पल्लवी चौधरी / PALLAVI CHAUDHURI
कार्यपालक / Executive
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल.हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049/ New Delhi - 110049

17.0 CONTRACT LAW, NOTICE AND ARBITRATION

17.1 ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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 venue of arbitration shall be at New Delhi.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

17.2 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of Delhi/New Delhi, India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

17.3 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

17.4 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.



18.0 CONTACT PERSONS

18.1 For any clarification, bidders may contact the following officials of BHEL:

- Ms. Pallavi Chaudhuri- Executive (CC)
Tel.: 011-66337362, email: pallavi@bhel.in
- Mr. Gaurav Verma - Sr. Executive (CC)
Tel.: 011-66337380, email: gauravv@bhel.in
- Mr. Ajay Gupta - DGM (CC)
Tel.: 011-66337370, email: ccag@bhel.in

पल्लवी चौधुरी PALLAVI CHAUDHURI
Executive
Communication
BHEL
वी.एच.ई.एल.हाऊस,
नई दिल्ली-110049/ New Delhi - 110049
Fort

Annexure- V

No Demand Certificate (WAM II)- To be provided to & filled in only by the successful bidder

| (127) | | Form WAM II | |
|---|---------------------------------|-------------|--|
| BHARAT HEAVY ELECTRICALS LIMITED DIVISION | | | |
| Claim for Refund of Security Deposit (Para 4.9.4 of Works Accounts Manual) | | | |
| Ref. No. : | Date : | | |
| 1. Name and address of the Contractor | | | |
| 2. Contract Agreement/Work Order No. | | | |
| 3. Date of contract agreement/work order | | | |
| 4. Name of the work undertaken | | | |
| 5. Date of commencement of the work | | | |
| 6. Date of completion of the work | | | |
| 7. Period of maintenance | | | |
| 8. Date on which the final bill was paid | | | |
| 9. Last date of making good the defect during maintenance period | | | |
| 10. Expenses incurred by BHEL during maintenance period, if any, recoverable | | | |
| 11. Date on which security deposit/retention fund was as per contract | | | |
| 12. Amounts deposited/recovered | | | |
| Details | Amount | | |
| 13. LESS amounts recoverable (with details) | | | |
| (i) Amount spent by BHEL on maintenance | | | |
| (ii) Payments made on behalf of contractor | | | |
| (iii) Cost of expenditure/compensation | | | |
| (iv) Order recovery for services etc. | | | |
| (v) Security deposit/retention fund bill (50%) | | | |
| 14. Net amount recommended for release (13-12) | | | |
| Date : | Signature of Engineer in Charge | | |

| (128) | | Form WAM II (Contd.) | |
|---|------------------------------|----------------------|--|
| CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR | | | |
| I/We have no claim or demand outstanding against BHEL.....for the work done or for labour or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated.....) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposit' in respect of the contract agreement/work order referred to. | | | |
| Date : | Signature of Contractor | | |
| CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER | | | |
| Certified that | | | |
| (a) the payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor; | | | |
| (b) the maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the Company in carrying out such works have been included for adjustment; | | | |
| (c) all the objections raised so far have been settled; | | | |
| (d) a note of refund of security deposit has been made in the measurement book and contract agreement/work order. | | | |
| Date : | Signature of Senior Engineer | | |
| FOR USE IN ACCOUNTS DEPARTMENT | | | |
| Passed for Rs.....(Rupees.....only) | | | |
| Accountant | | Accounts Officer | |
| ACKNOWLEDGEMENT BY THE CONTRACTOR | | | |
| Received Rs.....in full and final settlement of my/our claim. | | | |
| Date : | Signature of Contractor | | |
| Date : | | | |

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नई दिल्ली-110049/ New Delhi - 110049

Annexure-VI

PRICE PROFORMA

| S. No. | Description | Amount including all taxes & duties except Service Tax |
|--------|---|--|
| 1. | Maintenance Charges (for the entire Scope as given in Annexure II) per month | In Rs. (A1) |
| 2. | Total Maintenance Charges for a period of two years (A1x24) | |
| 3. | One time training cost for BHEL personnel(s) for 05 days at BHEL's Office (as applicable, subject to requirement specified by BHEL) | |
| 4. | Charges towards addition of new web pages - Static (per page) | |
| 5. | Charges towards addition of new web pages - Dynamic (per page) | |
| 6. | Service Tax, as applicable for Proprietorship (Payable subject to verification) | _____ % |
| 7. | Service Tax, as applicable for HUF/Partnership (Payable subject to verification) | _____ % |
| 8. | Service Tax, as applicable for Companies (Payable subject to verification) | _____ % |

Note:

- Pl. quote for all items above, incomplete offer will not be taken into consideration.
- Change in Price Proforma is not allowed
- Evaluation of the L1 bidder shall be done on the basis of amount quoted against S. No. 2 above.
- Award of work will be on the basis of lowest amount quoted by the compliant bidder subject to matching of L1 price of any other bidder for activities mentioned at S. Nos. 3, 4 & 5 above, in order to ensure that it is the overall L1 bidder for the job.

Annexure - VII

No Deviation Certificate

(to be given on Bidder's letter head)

Certificate of Acceptance

It is certified that we have read and understood all the terms and conditions of the Tender No. CC/WEBS/02/2016-17 dated 08.02.2017.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is conforming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the complete scope of services properly and shall carry out the job strictly as mentioned in this tender.

Date:

Signature of Authorized Signatory

Place:

(Designation)

***Note:** Failure to provide 'Declaration Certificate' as per prescribed format in aforementioned Annexure may lead to rejection of offer.

Annexure-VIII

DECLARATION CERTIFICATE (Infrastructure and Manpower)

(to be given on Bidder's letter head)

I/We, do hereby declare that we possess a full-fledged office with adequate infrastructure and trained manpower (having minimum 10 technical resources with us, details given as under) as listed under Pre-Qualification requirement of Special Terms and Conditions (Annexure -III) of the Tender Enquiry to adequately and efficiently carry out the job as detailed in Scope of Work (Annexure-II) of the said tender. Further, we have no objection in case BHEL desires to inspect and physically verify the same and shall provide the required assistance for the same.

(Signature & Seal of the firm)

Date:

Place:

***Note:** Failure to provide 'Declaration Certificate' as per prescribed format in
aforementioned Annexure may lead to rejection of offer.

Annexure-IX

DECLARATION CERTIFICATE(LEGAL)

(to be given on Bidder's letter head)

I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm /company or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & Seal of the firm)

Date:

Place:

***Note:** Failure to provide 'Declaration Certificate' as per prescribed format in
aforementioned Annexure may lead to rejection of offer.

Annexure - X

SUBMISSION OF OFFER

Your offer has to be submitted in **two parts** as follows:

PART 'I': TECHNO-COMMERCIAL BID (Sealed Envelope)

Envelope superscribed with 'Part I', should contain two parts i.e. Part I- A & Part I- B:

Part I - A (EMD and 'No Deviation Certificate' in a Separate Envelope)

- a) **Earnest Money Deposit (EMD)** as given in Clause 2.0 of General Terms & Conditions, (Annexure IV) of the tender enquiry.

Offers received without EMD will be rejected and Part I - B of the Techno-commercial Bid shall not be opened

Part I - B (Techno-Commercial Bid in a Separate Sealed Envelope)

- a. Documents and information required for ascertaining the qualification of the bidder as per Clause 1.0 of Special Terms and Conditions (Annexure-III), **Eligibility Conditions/Pre-Qualification Requirement (PQR)**.
- b. Signed and stamped copies of Annexure-II, Annexure-III & Annexure IV
- c. No Deviation Certificate as per Annexure-VII.
- d. Declaration Certificate (Infrastructure and Manpower) as per Annexure-VIII
A self-certified copy on bidder's letter-head to certify availability of Full-fledged office with adequate infrastructure and trained manpower.
- e. Latest copies of address proof (for office in Delhi-NCR) of either one of the following: Valid Registration with Local Tax Authorities or latest Electricity Bills, latest Telephone Bills in the name of the bidder/ bidding firm.
- f. Declaration Certificate (Legal) as per Annexure-IX
- g. Check List as per Annexure-XI
- h. Brief Company Profile & a detailed Client List
- i. NEFT Details as per Annexure-XII
- j. No Demand Certificate (WAM II)- Annexure V- To be provided to & filled in only by the successful bidder

PART - 'II': Containing PRICE BID (Sealed Envelope)

Envelope duly sealed and superscribed with 'PART II', should contain the Price Bid as per Annexure VI.

PART "II" to have prices only. Any comments / deviations in this Part except discount shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

Note:

- i) Bidders to ensure that their offers are complete in all respect. Any deviation or non-compliance may lead to rejection of their offer at any stage.
- ii) All Parts of the offer, i.e. Part I and II in individual sealed covers, to be placed in a single sealed envelope, duly superscribed with:

1. Offer for Maintenance of BHEL Website
2. Due date and time of submission of offers.
3. Name and address of the bidder.
4. BHEL address as given in the covering letter.

Annexure - XI

Checklist

| S.No. | Description /Item | Enclosed Yes/No |
|-------|---|--------------------|
| 1. | Earnest Money Deposit of Rs. 7,150/- as per Clause No. 2.0 of the General Terms & Conditions (Annexure- IV) | Yes/No |
| 2. | No Deviation Certificate as per Annexure - VII on your letter head. | Yes/No |
| 3. | Declaration Certificate (Infrastructure and Manpower) as per Annexure-VIII | Yes/No |
| 4. | Declaration Certificate (Legal) as per Annexure-IX | Yes/No |
| 5. | Documents/ Information required as per Clause-1.0 of Annexure-III of ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR) | Yes/No |
| 6. | Signed and stamped copies of 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' (Annexure- II, III, IV) as token of acceptance. | Yes/No |
| 7. | Part I (Techno-commercial Bid) in Sealed Cover duly superscribed with Part I (Techno-commercial Bid) containing two separate envelopes superscribed with Part I A & Part I B | Yes/No |
| 8. | Part 'II' sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure VI | Yes/No |
| 9. | Brief Company Profile & a detailed Client List | Yes/No |

Annexure - XII

NEFT Details Format

| | |
|--|--|
| BANK NAME & COMPLETE ADDRESS WITH PIN CODE | |
| BANK ACCOUNT NO. | |
| MICR CODE | |
| IFSC CODE | |
| PARTY'S EMAIL - ID | |
| PAN NO. | |
| CST NO., IFAPPLICABLE | |
| VAT NO., IFAPPLICABLE | |
| SERVICE TAX REGN. NO., IFAPPLICABLE | |
| PARTY's NAME & ADDRESS | |

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