



Bharat Heavy Electricals Ltd.



A Maharatna Company

**Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi-110045**

**Tender Document
For
Selection of Advertising Agency
for Image Building Campaign
of BHEL**

Tender Enquiry No.: AA/CC/IBMC/2013-14 dated 06.08.2013

**Issued by:
BHEL Corporate Communication
Jeevan Tara Building,
5, Sansad Marg, New Delhi-110001**

Cost of Tender Document: Rs. 2,000.00 (Rupees Two Thousand Only)

Total No. of Pages: 37

Selection of Advertising Agency for Image Building Campaign of BHEL



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ISSUE LETTER OF BIDDING DOCUMENT

NAME OF WORK : Selection of Advertising Agency for Image Building Campaign of BHEL

TENDER NO : Tender No. AA/CC/IBMC/13-14

1. 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
Selection of Advertising Agency for Image Building Campaign of BHEL	2,000/-	06.08.2013	27.08.2013 by 1300 hrs	27.08.2013 at 1500 hrs

2. The fees for this set of tender document is Rs. 2000.00 (non-refundable). The tender document is sold vide Receipt of DD/ Pay Order No.-----

Dated -----Drawn on bank-----.

Senior Manager (CC)/ Senior Executive (CC)
BHEL Corporate Communication
Jeevan Tara Building,
5, Sansad Marg,
New Delhi-110001

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Bharat Heavy Electricals Ltd.

NOTICE INVITING TENDER

Sealed offers under two part bid system are invited from Indian, Technically Competent, Experienced and Financially sound advertising agencies (meeting Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) for the Image Building Campaign of BHEL, for which a budget allocation of Rs. 25 crore has been made. 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. AA/CC/IBMC/2013-14
ii.	Name of Work	Selection of Advertising Agency for Image Building Campaign of BHEL
iii.	Tender Document Cost	Rs 2,000/- (Two Thousand only) payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
iv.	Earnest Money Deposit (EMD)	Rs 2,00,000/- (Two Lakh only) payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
v.	Sale of Tender/ Issue of Official brief	From 06.08.2013 to 24.08.2013 (during office hours on working days)
vi.	Place of Issue of Tender/ Official brief	BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
vii.	Submission/ Receipt of tenders	Upto 1300 hrs on 27.08.2013 at BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
viii.	Opening of Tender	On 1500 hrs on on 27.08.2013 at BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
ix.	Last Date of seeking clarification(s)	In writing, at least 3 days ahead of the date of submission of bids at the address of the undersigned.
x.	Integrity Pact & Details of Independent External Monitor (IEM)	Shri. D. P. Bagchi, IAS (Retd.), Y-165, Regency Park – II, DLF City, Phase IV, Gurgaon – 122 009 (INDIA)

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xi.	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) and not in the newspapers. Bidders to keep themselves updated with all such information
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2.0 Terms and Conditions

- 2.1 Interested Agencies (meeting 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 by paying Rs 2,000/- by way of a DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi. Along with the tender document, the 'Official brief' required for designing the creatives shall also be issued to the agencies.
- 2.2 For obtaining the tender, along with the DD/ Pay Order, the agencies would be required to give a letter on their letter head requesting for the document, along with signed and stamped copy of the Non-Disclosure agreement as per Annexure XI of the tender enquiry about the contents of 'Official brief' required for designing the creatives.
- 2.3 Mere issuance of tender document/ obtaining tender document through BHEL web site should not be construed that the bidder is considered qualified.
- 2.4 The advertising agency/(ies) which has/have downloaded the tender document from BHEL web site/ Government e-portal are required to pay Rs.2,000/- separately by way of demand DD / Pay Order towards the cost of the tender and for obtaining the campaign concept brief, failing which tender will not be accepted.
- 2.5 Bidder shall purchase the Bidding Document on agency name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder/s who have not purchased the bidding document either directly or through their authorized agent will be rejected.
- 2.6 The tender document shall not be sent by post.
- 2.7 Bids/ offers may be sent by post/ courier to the office of tender submission authority namely, General Manager, BHEL Corporate Communication, New Delhi. 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.
- 2.8 EMD as mentioned above shall be paid separately by DD/ Pay Order of any Selection of Advertising Agency for Image Building Campaign of BHEL



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scheduled Indian bank in favour of Bharat Heavy Electricals Limited, payable at New Delhi. Offer received without EMD will be rejected.

- 2.9 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.
- 2.10 Bidders along with their 100% subsidiaries should meet all criteria specified in tender document. Details/Supporting of any sister concern, group companies and associated companies will not be considered for this purpose.
- 2.11 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 advertising agency.
- 2.12 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**

(Sandeep Agarwal)
Senior Executive (CC)

BHEL Corporate Communication
5, Jeevan Tara Marg, Sansad Marg
New Delhi-110001

Date: 06.08.2013

Place: New Delhi

Enclosed:

- Annexure-I : BHEL- Corporate Profile
Annexure- II : Scope of Work
Annexure-III : Special Terms & Conditions
Annexure - IV : General Terms & Conditions
Annexure-V : Marking Scheme
Annexure-VI : No Deviation Certificate
Annexure - VII : Declaration Certificate (Infrastructure and Manpower)
Annexure - VIII : Declaration Certificate (Legal)
Annexure - IX : NEFT Format
Annexure - X : Integrity Pact
Annexure - XI : Non Disclosure Agreement
Annexure - XII : Submission of Tender
Annexure - XIII : Checklist
Annexure - XIV : Official Brief – to be issued only on submission of Non-Disclosure Agreement as per Annexure XI and tender fees of Rs.2000/-

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Annexure I

BHEL — CORPORATE PROFILE

Established in 1964, BHEL is India's largest engineering and manufacturing company of its kind engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77. In recognition of its consistent high performance, BHEL has been conferred with 'Maharatna' status by Government of India on 1st February 2013. It is now one among the seven Maharatna PSEs. Hon'ble Prime Minister of India has dedicated the Power Plant Piping Unit, Thirumayam Tamil Nadu, 16th Manufacturing Unit of BHEL, to the Nation on 2nd August 2013. With widespread network of 16 manufacturing units, two repair units, four regional offices, eight service centres, eight overseas offices, 15 regional centres, seven joint ventures and infrastructure to execute more than 150 project sites across India & abroad BHEL provides products, systems and services to customers efficiently and at competitive prices. The company has enhanced its capability to deliver 20,000 MW p.a. of power equipment to address growing demand for power generation equipment. The foundation stone for the new Greenfield Power Equipment Fabrication Plant of BHEL at Bhandara, Maharashtra was laid by the Hon'ble Chief Minister of Maharashtra on 14th May 2013. The company places strong emphasis on innovation and creative development of new technologies. Our research and development (R&D) efforts enable us to have a strong customer orientation responding to the changes in the market.

The high level of quality & reliability of our products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., together with technologies developed in our own R&D centres.

Most of our manufacturing units and other entities have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007). BHEL, where Quality has taken deep roots as per internationally recognized quality systems, has once again made significant achievements by securing (a) Two 'CII-ITC Sustainability Awards 2012' for Strong Commitment towards sustainability and (b) 'Commendation for Significant Achievements in TQM by two units of BHEL.

Continuing its tradition of winning prestigious national/ international awards, the organization and its employees won several awards during the year which included 'SCOPE Meritorious Award for Human Resource Management'; Indian Chamber of Commerce 'PSE Excellence Award' in the R&D, Technology & Innovation category; '3 Star Gold Awards' for Quality Circles by 3 BHEL units. The significant awards conferred in the Individual category to the CMD include NITIE Distinguished Alumnus Award 2012'; 'BT-STAR Best PSU Man of the Year Award 2012'; Enertia 'Power Man of the Year Award', to name a few. BHEL was declared the Best PSU in the Electrical & Electronics category by Dun & Bradstreet. Customer satisfaction survey has also been conducted for Power Sector for the first time, in the month of January 2013.

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Power Generation

BHEL is the largest manufacturer of Power generation equipment in India, supplying wide range of products & systems for thermal, nuclear, gas and hydro-based utility and captive power plants. The company has the capability to execute power projects on turnkey/EPC basis from concept-to-commissioning. BHEL supplies steam turbines, generators, boilers and matching auxiliaries up to 800 MW ratings, including sets of 660/700/800 MW based on supercritical technology. BHEL has facilities to manufacture up to 1000 MW unit size. To make efficient use of high ash content coal available in India, BHEL also supplies circulating fluidised bed combustion (CFBC) boilers for thermal plants. BHEL is the only Indian company capable of manufacturing large-size gas-based power plant equipment, comprising of advanced-class gas turbines up to 289 MW (ISO) rating for open and combined-cycle operations. BHEL engineers and manufactures custom-built hydro power equipments. Its range covers turbines of Francis, Pelton and Kaplan runners, pump turbines, bulb turbines and mini-micro hydro plants, with matching generators, for different head-discharge combinations. BHEL is one of the few companies worldwide, involved in the development of Integrated Gasification Combined Cycle (IGCC) technology which would usher in clean coal technology. As a part of new growth areas, offerings for balance of plant control, Control & instrumentation beyond conventional island in nuclear segment and Flue Gas Desulphurisation (FGD) Systems in Coal based thermal power plant have been identified. With realization of enhanced capability, BHEL is well poised to meet the growing demand for power plant equipment in the country.

With installed capacity of 1,15,500 MW BHEL make Utility sets, BHEL maintained its lion's share of 57% in the country's total installed capacity comprising Thermal, Hydro and Nuclear Sets as of 31st March'2013. BHEL has achieved an all time high 10,340 MW synchronization/commissioning of Power plant equipment during the year including 10 nos. 500 MW sets and India's first indigenously manufactured subcritical set of 600 MW rating at North Chennai. As a testimony to its prowess of manufacturing superior quality equipments, BHEL's 500 MW thermal sets have achieved consistent availability of more than 90% for the last six years.

Industries

BHEL is also a leading manufacturer of a variety of Industrial Systems & Products. Industry business of the company aims at meeting the growing demand for a number of industries, like metallurgical, mining, cement, paper, fertilizers, refineries & petro-chemicals etc besides Captive / Industrial utilities. Products and systems supplied by BHEL include Captive power plants, Centrifugal compressors, Drive Turbines, Industrial boilers and auxiliaries, Waste heat recovery boilers, Gas turbines, Pumps, Heat exchangers, Electrical machines, Valves, Heavy castings and forgings, Electrostatic precipitators, ID/FD fans, Seamless steel tubes etc.

Over the years, BHEL has innovated in its offerings of Industrial products & systems and emerged as a major supplier for the sunrise sectors of the Industry. Controls and instrumentation systems, especially distributed digital control systems for various power plants and industries, has been one of the areas where BHEL has established its footprint as a major supplier. BHEL has also emerged successful in establishing itself as motor supplier in the Irrigation sector with pump OEMs. The Industry business sector of the company is fully geared to execute EPC contracts for captive power plants from concept to commissioning.

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Transportation

BHEL provides electrical propulsion systems, controls and rolling stocks of various capacities to Indian Railways, India's most important transportation infrastructure with large share of passenger traffic and goods. The range of products offered in railway transportation include traction motors, traction generators/alternators, transformers, substation equipment, vacuum circuit breakers, locomotive bogies, smoothening reactors, exciters, converters, inverters, choppers and associated control equipment, viz. master controllers, chopper controllers, brake and door equipment, electronic controls including software based controls extending to rolling stock and other transport applications. The systems supplied are both with the conventional DC and state-of-the-art AC drives. The company also supplies Diesel Electric locomotives to process industries, metro rail and coal fields. Almost all the EMUs in service are equipped with electrics manufactured and supplied by BHEL. India's first underground metro at Kolkata runs on drives and controls supplied by BHEL.

Aimed at maximizing business through mutually beneficial strategic tie-up, BHEL has inked MOU with Indian Railways for setting up a Greenfield Mainline Electric Multiple Unit (MEMU) coach factory in Rajasthan to cater to the growing demand for more local and suburban trains. Loco manufacturing capacity at Jhansi unit is under augmentation to meet increased requirements of Indian Railways. BHEL has proved its capabilities and technological excellence by successfully establishing itself as an indigenous manufacturer of energy efficient IGBT based propulsion system for AC drives of locomotives, a landmark achievement in transportation sector. BHEL has also diversified into the area of track maintenance machines and coach building for Indian Railways and undertakes retrofitting and overhauling of rolling stock.

Renewable Energy

Global warming, climatic change, increasing costs of fossil fuel are driving the demand for renewed focus on Renewable Energy. With the government giving impetus for accelerated growth in this area, BHEL has been in the forefront by supplying & commissioning large size stand alone as well as Grid interactive Solar Power plants. The company has commissioned nearly 2 MW SPV plants at various Islands of Lakshadweep, besides commissioning a 5MW SPV plant for KPCL at Mandya, Karnataka. Currently, two Solar PV projects of 10MW each are being executed for NTPC. As a part of commitment to sustainable development under the green initiative, a 5 MW SPV plant is also under installation at BAP, BHEL Ranipet. Options for expanding the capacity of manufacturing SPV modules are also being looked into. In order to provide EPC solutions in the area of Concentrated Solar Thermal Power (CSP), an agreement with Abengoa, Spain, is already in place. The company is working jointly with IIT-Rajasthan & IOCL for Research Design & Development (RD&D) activities of products & systems in Concentrated Solar Thermal area.

Oil and Gas

BHEL possesses expertise to design, manufacture and service various types of onshore rigs to suit the Indian service conditions. BHEL supplies onshore drilling rig equipment like draw-works, rotary-table, travelling block, swivel, mast and sub-structure, mud systems and rig electrics to leading oil and natural gas exploration companies of India. BHEL now has the capability to manufacture conventional on shore deep drilling rigs up to a depth of 9,000 meters, Mobile rigs up to a depth of 3,000 meters and Well servicing rigs up to a well- depth of 6,100 meters.

Well heads & X-Mas tree valves upto 10,000 psi rating for onshore as well as offshore applications are also supplied by the company to ONGC, Oil India Ltd. and Private Drilling

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Companies. Customers like ONGC, Oil India and other drilling companies have once again reposed faith in BHEL by giving record orders during the year 2012-13 for supply of Well Heads and X-Mass Trees as well as repeat orders for refurbishing and up grading of Oil rigs to meet the increased demand of crude.

Transmission

BHEL has significant presence in the field of power transmission in India with a wide range of transmission systems and products. The products manufactured by BHEL include Power transformers, Instrument transformers, Dry type transformers, Shunt reactors, Vacuum and SF6 switchgear, Gas insulated switchgears, Ceramic insulators, etc. Major critical hardware such as capacitor banks, circuit breakers, control and protection equipment and thyristor valves are in its manufacturing range.

BHEL has indigenously developed and commercialized 36 kV & 145 kV GIS and 765 kV transformers and shunt reactors. The company has also developed & supplied 1200 kV CVT and 1200 kV transformers for the first 1200 kV test station in the country. BHEL has additionally developed & tested 420 kN disc insulators for 1200 kV transmission lines and now has a range of disc insulators for EHV and UV AC/DC applications up to 1200 kV AC and +/- 800 kV DC, solid core insulators up to 400 kV and hollow porcelain insulators up to 765 kV AC.

BHEL has indigenously developed & executed schemes using FACTS devices like Fixed Series Compensation for 400 kV lines and Controlled Shunt Reactor (CSR) for dynamic reactive power management of long 400 kV transmission lines. For controlling power flow in 400KV systems, BHEL has developed Phase Shifting Transformers indigenously. With its strong engineering base, the company undertakes turnkey execution of substation/Switchyards up to 765 kV project. BHEL is executing the first ± 800 KV HVDC North East- Agra multi terminal project for efficient transmission of bulk power over long distance.

International Business

BHEL has established its references in 75 countries across all inhabited continents of the world. These references encompass almost the entire range of BHEL products and services, covering Thermal, Hydro and Gas-based turnkey power projects, Substation projects, Rehabilitation projects, besides a wide variety of products like Transformers, Compressors, Valves, Oil field equipment, Electrostatic Precipitators, Photovoltaic equipment, Insulators, Heat Exchangers, Switchgears, Castings and Forgings etc.

The company has been successful in meeting the requirements of international markets in terms of complexity of work as well as technology, quality and other requirements. Continued focus on After-Sales-Services led to orders for Spares & Services from Indonesia, Bhutan, Oman, Malaysia, Bangladesh, Vietnam, Srilanka, Saudi Arabia and UAE during 2012-13. BHEL also possesses the requisite flexibility to interface and complement other international companies for large projects, and has exhibited adaptability by manufacturing and supplying intermediate products. As a part of its aim to expand offerings through strategic tie-up in International arena, an MOU has been signed with the Ministry of Energy and Industry, Tajikistan for setting up of two Hydro Power Projects (2x50 MW) on Zeravshan River, Tajikistan. As a part of establishing long-term relationships with key customers who can bring long-lasting value to the company, Enterprise Framework Agreement (EFA) has been signed with Shell for the supply of Gas Turbine Generator (GTG) packages to select Shell locations in Asia-Pacific,

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Middle-East, Central Asia, Eastern Europe and Africa. The company is firmly perched to expand its vista by taking a number of strategic business initiatives to fuel further growth in international business which includes exploration of opportunities in solar energy related projects, equipments and projects in Transmission & Distribution arena.

The prevailing environment of uncertainties in euro zone, lower than expected growth in other developed countries and political instability in North Africa, has a contagion effect on the target international market of BHEL. Notwithstanding subdued international business environment propelled by deferment of capital investments in projects, the company has been able to secure power plant equipment orders worth 1760 MW during the year 2012-13. The year also witnessed the commissioning of five power plants in overseas markets in Libya, Vietnam, Tajikistan, Indonesia and Ethiopia.

Technology Up-gradation, Research & Development

Innovation across every element of the business value chain through a sustained process of Research, Development & Deployment (RD&D) is a key imperative in today's competitive context. BHEL over a period of almost half century has successfully evolved into an innovation-friendly organization emphasizing on R&D/Technology development in its endeavor to realize its strategic aspiration of becoming engineering conglomerate with inspirational growth culture. Accordingly BHEL pursued the strategy of in-house product development by encouraging innovation in line with the "Decade of Innovations (2010-2020)" declared by Govt. of India. As a major step towards this, the company has formulated its R&D policy. Significantly during 2012-13, BHEL invested Rs 1252 Crore on R&D efforts, 4.4% higher than the previous year. BHEL's efforts for encouraging innovation have resulted in raising BHEL's IPR capital tally to 2,170 patents and copyrights. The turnover from in-house developed products and services has clocked Rs. 9,643 Crore, which is around 19% of the turnover of the company.

The Corporate R&D Division at Hyderabad leads BHEL's research efforts using emerging technologies to offer state-of-the-art total engineering solutions in line with the focus of the country to remain contemporary in terms of technology vis-à-vis global benchmark. Research and product development centers at each of the manufacturing divisions play a complementary role. With the aim of facilitating advanced R&D activities in focused areas, BHEL has established 13 Centers of Excellence across the company equipped with know-how, know-why and state-of-the-art facilities along with specialized manpower. The significant R&D initiative of the year has been Design Automation and Knowledge Based Engineering (KBE) for all major products across the company to offer optimized benchmark solutions. Significantly, 146 Technology Plans over 1500 R&D projects have been identified for establishing self sufficiency in the areas of UHV transmission, Transportation, Ultra Super Critical Plants, Renewable energy, IGCC, Water etc.

In addition to Corporate R&D Division, BHEL has four specialized Institutes, viz., Welding Research Institute at Trichy, Ceramic Technological Institute at Bangalore, Hydro Lab at Bhopal and Pollution Control Research Institute at Haridwar.

Human Resource Development Institute

Consistent with HRD Mission statement "To promote and inculcate a value-based culture utilizing the fullest potential of Human Resources for achieving the BHEL Mission", the HRDI

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through a step by step strategic long term training process and several short term need based programs, enables the human resources to unearth and hone their potential. BHEL's human resource management systems and processes are geared towards creating a responsive, customer-centric and market-focused culture that enhances organizational capability and vitality equipped to leverage emerging market opportunities.

In line with changing market requirements, BHEL's unflinching commitment to investing in up-gradation of knowledge and skills of its employees ensures excellence in performance. As a part of continued thrust on Leadership Development, Development Centers were conducted for senior level executives to assess their competency levels based on BHEL's Leadership Competency framework. Around 352 executives were covered in this assessment during the year 2012-13 and given feedback on their strengths and areas for development.

During 2012-13, developmental programs for 4.95 mandays per employee were conducted and 2,202 customer personnel were trained at various units. Some of the Core programs conducted during the year 2012-13 for internal stakeholders include Strategic need based modules; Competency based programs and Functional Programs like Advanced Management Programs, General Management Programs, Strategic Management Programs, Senior Management Programs and Young Managers Programs for budding managers. Technical training programs were conducted in various functional areas like Quality Management, Project Management, Contract Management, Material Management, Finance & Accounting to keep the employees updated with the changes taking place in the environment.

In addition, the HRDI provides professional support to Corporate HR and HRDCs at Units/Divisions. HRDI is also accepting consulting assignments from other organisations in a selective manner.

Health, Safety and Environment Management

Worldwide there is an increasing realization that societal challenges arising out of poverty, environmental degradation and climate change pose an unprecedented threat to the future sustainability of businesses across the globe. BHEL, in conformity with this concern, evinced its commitment towards environment in all its activities, products and services by providing safe and healthy working environment to all stakeholders. Recognizing the stress on environment, during 2012-13, BHEL continued with environment improvement projects (EIP) including tree-plantation, Water harvesting, installation of effluent treatment plants, energy & resource conservation projects, utilization of non-conventional energy sources, noise level reduction systems to mention a few. Further, in keeping with the commitment towards green initiatives and contributing to sustainable development, BHEL is establishing a 5 MWp grid-interactive SPV power plant at its Boiler Auxiliary Plant at Ranipet. Energy audit was completed in twenty projects during the year. These projects helped in enriching the environment and conservation of precious resources like energy, water, fuel oil, coolant, lubricant, mitigating environmental pollution.

BHEL has been actively developing and acquiring clean technologies for power generation enabling its customers to minimize the impact of power generation on the environment. Reinforcing its commitment to optimum utilization of natural resources as well as its concern for the environment, BHEL has developed dynamic classifier system to improve combustion

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efficiency of boiler and reduction of NOx emission. Supplementing its efforts to reduce greenhouse gas emissions in a more focused and vigorous way, the company has geared up for the manufacture and supply of state-of-the-art pollution control equipment called Flue Gas Desulphurisation (FGD) system for removal of Sulphur Dioxide (SO₂) from the flue gas to meet the emerging requirement of thermal power plants. Under the aegis of the National Mission on Clean Coal Technology, BHEL, in association with IGCAR, NTPC and other organizations, is developing Advanced Ultra Supercritical Technology. The company won the prestigious 'Golden Peacock Award for Occupational Health & Safety 2011' for significant achievements in the field of Occupational Health & Safety.

Corporate Social Responsibility

BHEL is a committed Corporate Citizen fully alive to the need of building synergy between business and Corporate Social Responsibility (CSR) as an integral part of its business strategy. As a part of this, in line with previous years, BHEL undertook socio-economic and community development programs during the year 2012-13 to promote education, improvement of living conditions, health and hygiene in villages and communities located in the vicinity of its manufacturing plants and project sites spread across the country. BHEL financially supported 100 brilliant girl children, who have passed class X, to pursue higher education up to Post-graduation level under program titled 'Udayan Shalini'. The company has joined hands with the Govt. of India's 'Project Udaan' for enhancing the employability of the youth of J&K and to integrate them with the mainstream of the country. BHEL has also adopted a CSR Policy in line with the CSR guidelines issued by Department of Public Enterprises.

BHEL's company-wide campaign titled 'Vision to All - BHEL's Call' has been responded with more than 51,000 pledges from employees and their families for donation of their eyes. The company has also ventured into yet another noble cause for organ donation.

During 2012-13, as part of social commitment, 6,139 Apprentices were trained in the company. In addition, 8390 students/trainees from various professional institutions underwent vocational training.

Participation in the UN's Global Compact Programme:

As the world's largest global corporate citizenship initiative, the Global Compact Program is the first and the foremost concern which is exhibiting and building the social legitimacy of business and markets. BHEL has continued to play a prominent part in the United Nation's Global Compact Programme on CSR by promoting the core values on human rights, labour standards, environment and anti-corruption and intends to advance these principles forming part of its strategy & culture within its sphere of influence. BHEL demonstrated its commitment through regular pooling of communication of progress (COP) on the UNGC website. BHEL periodically submits annual Communication of Progress on the relevant principle of global compact in respect of Environment issues.

Company publicly advocates with its employees and other stakeholders and regularly incorporates its commitments towards Global compact programme through its Annual report, press conferences and other public documents.

Annexure II

SCOPE OF WORK

The brief scope of work of advertising agency is given below:

1. Conceptualize, Design and Develop an Image Building campaign for BHEL using various media vehicles (Print, Electronic, Digital, Out-of-home or any other as deemed appropriate) to reach the identified target audience
2. Concept, Scripting (including lyrics, if any) and Treatment of TV commercial (60/30/10 seconds)
3. Concept, Scripting (including lyrics, if any) and Adaptation of radio jingle (60/30/10 seconds)
4. Concept, Design and Adaptation of print ad of different sizes in English, Hindi, and regional languages.
5. Concept, Design and Adaptation of Outdoor Campaigns through hoardings/ billboards etc.
6. Concept, Design and Adaptation of Digital / Internet Advertisement.
7. The Production of TV commercial/ Radio jingle is, however, not in scope of the advertising agency
8. Develop media strategy based on the brief given, understanding of the market for publicity and bringing awareness among the target audience
9. Suggest appropriate media mix with proper justification for its selection, size, frequency, duration and location etc in context of target audience to be addressed through the campaign
10. All plans must be supported by documentary evidence indicating the rationale behind selection of media / media properties.
11. Media buying to be done at rates negotiated by BHEL with various media like Television, Radio, News Print and any other media.
12. The advertising agency shall release the ads in respective media (Television, Newspaper, Radio, etc.) and monitor each release with proper record that will be submitted to BHEL along with bills, failing which bills will not be cleared.
13. Actual placement of Advertisement / Television commercial/Publicity in other media and monitoring of schedules.
14. Fortnightly reporting of Performance of the channels/ Media vehicles during the Campaign
15. Sharing weekly TAM/RAM reports with BHEL during the campaign period.
16. Any other services not included in the above as required by BHEL but would help build salience and performance of BHEL's Image Building Campaign



Annexure III

SPECIAL TERMS AND CONDITIONS

1.0 ELIGIBILITY CONDITIONS/ QUALIFICATIONS REQUIRMENTS

Offers shall be considered only from Indian, Technically competent, Experienced and Financially sound agencies who meet the following QUALIFICATION REQUIREMENT:

S. No.	Criteria	Minimum Requirement	Documents required in support
i	Period of INS Accreditation	Full and Continuous Accreditation for 5 years.	Certificate from INS to this effect.
ii	Annual turnover for advertising, media/ events/ publishing/ films (corporate/ product) business. 2010-11 2011-12 2012-13	Average Annual turnover of Rs. 75 Crore per annum in last three financial years.	<p>Certified true copy of Audited Balance Sheet, Profit and Loss Account and Income Tax Returns duly vetted by the CA (same as the statutory auditor of the company) should be submitted.</p> <ul style="list-style-type: none"> • CA Certificate in original, certifying the turnover shall also be acceptable. • However in case, if the bidder is not able to submit the balance sheet/P&L/Income tax for the year 2012-13, due to non-finalization of accounts, the last two available balance sheets/P&L accounts, i.e.2010-11 & 2011-12, shall be considered, provided the bidder provides a CA certified statement as regards non-finalization of accounts for the year 2012-13. <p>Along with the above, the following documents are also required:</p> <ul style="list-style-type: none"> • Bank Solvency Certificate • Copy of PAN card • Service Tax Registration certificate • Incorporation Certificate
iii	No. of Organizations served (PSU's/ Central/ State	Five	Copy of Letter of empanelment or copy of latest work order

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	Ministry/ies/ Listed Companies)		
iv.	Possess a Creative & Media unit with a full-fledged office with state-of-the-art infrastructure and manpower including creative team, production supervisors, etc. with atleast a Branch office at Delhi/ NCR , if the Creative & Media unit as per above is not in Delhi/ NCR	At least one location out of following six locations: Delhi/ NCR, Mumbai, Chennai, Kolkata, Hyderabad, Bangalore with atleast a Branch office at Delhi/ NCR ,if the Creative & Media unit as per above is not in Delhi/ NCR	Copies of address proof (e.g. Letter from INS, Registration with Local Tax Authorities or Electricity Bills, Telephone Bills in the name of the advertising agency or lease agreement etc.) & details of manpower (key personnel) including, list of office equipment. Declaration Certificate (Infrastructure and Manpower as per Annexure VII)

2.0 IMPORTANT CONDITIONS

- 2.1 The bidder along with their 100% subsidiaries should meet all criteria specified in the tender document. Details/Supporting documents of any sister concern, group companies and associated companies will not be considered for this purpose.
- 2.2 The bidder 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 have to be in the name of the bidding advertising agency.

3.0 EVALUATION OF TENDER AND AWARD OF WORK:

BHEL will constitute three level committees for technical and creative evaluation of the bids. These committees will evaluate the bids and carry out final selection of advertising agency for the campaign.

The process of evaluation is detailed hereunder:

- i. The Tender committee (first level committee) will scrutinize the offers of all the agencies based on Qualification requirements as per clause 1.0 above and recommend the technically qualified agencies for the next two stages of selection
- ii. The Part II (containing a set of four creatives based on the official brief provided with in the tender document and a CD containing a TV commercial (TVC) created and released by the bidder for any PSU/ Central/ State Ministry/ Listed Company during past three years) of the offer of technically qualified agencies will be opened and shared with the Screening Committee (second level committee) for an assessment of



- the generic competence of the advertising agency's creativity. The Part II of other bidders, who were found technically dis-qualified will be returned unopened.
- iii. The Screening Committee would be responsible for screening and short-listing advertising agencies based on assessment of the creatives & TVC on parameters and scoring scheme as indicated below (Marking Scheme given at Annexure V):
 1. Understanding of BHEL's business / environment - 25% weightage
 2. Creative Approach - 25% weightage
 3. Copywriting - 25% weightage
 4. Visual Appeal - 25% weightage
 - iv. The top 20% of the technically qualified advertising agencies would be shortlisted by the Screening Committee subject to a maximum of 10 for forwarding the same for next level of selection by the High level committee (third level committee).
 - v. The above percentage (i.e. 20%) would, however, be relaxed in case the number of technically qualified advertising agencies is less than 15 to ensure that a minimum of 3 advertising agencies are shortlisted and forwarded for next level of selection by the high level committee.
 - vi. The advertising agencies once short-listed by the Screening Committee would be treated at par and would now be required to prepare the revised creatives and make a presentation of their creatives to the High level Committee.
 - vii. Two week's time would be given to the agencies to finalize their respective creative approaches, messages, designs, storyboards for electronic media, etc. The presentation would also include the suggested media-mix with justification for its selection, size, frequency, duration, and location etc. in the context of target audience to be addressed through the campaign.
 - viii. The assessment of presentations would be based on the parameters and the committee's scoring scheme as indicated at (iii), above (Marking Scheme given at Annexure V) with a focus on assessing agencies competency of translating the Official brief into the campaign with 360-degree approach.
 - ix. The High-level Committee would thus select one advertising agency with the best creative approach.
 - x. The media-mix suggested by the selected advertising agency too would be finalized by this committee.

4.0 QUERIES OF BIDDERS

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

5.0 EXPENSES TO BE BORNE BY BIDDERS

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 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a contract Agreement with BHEL as per Performa attached with this document on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Delhi with in fifteen days of issue of work order. The cost of stamp paper shall be borne by

Selection of Advertising Agency for Image Building Campaign of BHEL



successful Bidder. The format of the contract will be shared with the successful bidder.

BHEL reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

7.0 PENALTY

In the event of non-publishing/ non-appearance of the advertisement in the media/ date as specified, a penalty @ 5% of the R.O. value for the particular job shall be imposed on the selected advertising agency besides non-payment of the charges of that particular paper/edition/media, to be determined on pro-rata basis from concerned R.O. value. For example, if advertisement in a particular edition of a newspaper is not published, apart from a penalty @ 5% of the R.O. value for that particular newspaper, based on the ratio of the respective card rates of that missing edition and the newspaper, a deduction shall be made from the RO value for non appearance of advertisement in that edition on pro rata basis. The card rates will be taken from the concerned media house(s) directly.

8.0 LATEST UPDATES

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.

9.0 OTHER IMPORTANT CONDITIONS

- 9.1 The ownership of the Creatives of the selected advertising agency will at all times vest with BHEL and the advertising agency will have no proprietary or other rights in respect of the same.
- 9.2 The selected advertising agency will ensure that the language translations are done through reputed/professional agencies and it will be responsible for the authenticity of language translation.
- 9.3 The selected advertising agency should ensure royalty free content. BHEL shall not be liable to pay any royalty.
- 9.4 The selected advertising agency will be responsible for any copyright issues / plagiarism resorted to by the advertising agency. BHEL will not be a party to any dispute arising out of copyright violation / plagiarism by the advertising agency.
- 9.5 Bidding document is not transferable. Bidding document once issued shall not be transferable in any other name.

Annexure IV

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (refer Annexure XIII).
- 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. 2,00,000/- drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. Offers received without EMD shall be rejected. The EMD submitted by the bidders shall be refunded within fifteen days of selection of successful advertising agency.
- 2.2 Bidders may please note that EMD carries no interest. EMD shall be forfeited if after opening of tender, the bidder revokes his tender within the validity period.
- 2.3 EMD of successful bidder shall be refunded after submission of security deposit.

3.0 VALIDITY OF OFFER

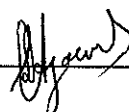
- 3.1 Your offer should remain valid for a period of 90 days from the date of opening of the tender for our acceptance.

4.0 TAXES

- 4.1 It is mandatory to comply with all taxes applicable for the required services.
- 4.2 The advertising agency must have registration under Works Contract Act for executing the job and all other applicable taxes/registrations required for performing works throughout the country. BHEL shall not be responsible, in any way, for violation of any rules/regulations by the Advertising Agency.

5.0 SECURITY DEPOSIT (SD)

- 5.1 The selected advertising agency shall be required to furnish security deposit equivalent to Rs.4.0 Lakh + 5% of the order value exceeding Rs.50.0 Lakh, before start of the work by the advertising agency, by way of Cash/Pay Order or Demand Draft, drawn in favour of BHEL, payable at New Delhi. The EMD amount can be adjusted against the Security Deposit. SD amount will remain with BHEL till the completion of deliverables/ final settlement of bills. Security Deposit can also be submitted by way of Bank Guarantee, Securities available from Post Office/ Fixed Deposit receipts issued by scheduled Banks/Public Financial Institutions as per format provided/ approved by BHEL. Bidders to note





that Security Deposit amount carries no interest. Security deposit shall be forfeited in case of non-fulfillment of conditions of the contract/delay.

6.0 TERMS OF PAYMENT

- 6.1 The standard agency commission as may be prescribed by the Indian Newspaper Society/ Other such bodies from time to time on gross rates as allowed by Media/publishers/suppliers shall alone constitute the remuneration for the services rendered by the advertising agency pursuant to Annexure III of the tender enquiry.
- 6.2 Since the campaign may spread over a span of 3-6 months, selected advertising agency would have a provision to draw a monthly payment schedule, by raising partials bills of the complete work order, on calendar month basis for payment based on actual media consumed in a particular month.
- 6.3 Payment shall be released within thirty days from the date of receipt of bills after submission of requisite proofs of successful completion of the work as per work order.
- 6.4 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 6.5 BHEL reserves the right to make payment through E-mode. Successful advertising agency shall be required to furnish the following information upon selection on its letter head as per Annexure IX.

7.0 ARBITRATION

- 7.1 Any dispute or difference, whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract or breach thereof shall be referred to the sole arbitration of the Head of Corporate Communication of BHEL whose decision shall be final, conclusive and binding on the parties. The arbitrator shall give reason (s) for the award.
- 7.2 Subject to the above, the provisions of Arbitration Act 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

8.0 EFFECT AND JURISDICTION OF CONTRACT

- 8.1 The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

9.0 CONFIDENTIALITY

- 9.1 All the information/documents/briefs/materials shared by BHEL with the advertising agency shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.



10.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 10.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause, confidentiality clause and entering into integrity pact. In case the bidder wants to deviate for the tender conditions, such deviations shall be clearly specified in No deviation certificate (Annexure VI). If no deviation are given in tender submitted, it will be assumed that the bidder accepts all terms and conditions of the tender.
- 10.2 Deviations may or may not be accepted by BHEL. Any deviation accepted by BHEL for a bidder may be extended to all bidders.
- 10.3 In case a deviation is not accepted by BHEL, the bidder is required to withdraw the same, otherwise its bid is liable to be rejected and in such case no bidder shall have any claim arising out of such action. BHEL's decision on the same shall be final and binding.

11.0 INCOMPLETE TENDERS

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

12.0 CANCEL/SCRAP OF TENDER

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

13.0 INTEGRITY PACT

- 13.1 Agencies shall have to enter into Integrity Pact with BHEL failing which bidder's offer will be rejected (Refer Annexure-X).

14.0 FORCE MAJEURE

- 14.1 The obligation stipulated in this specification can only be suspended in the case of any particular item of work, in the event of Force Majeure or as the result of an agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of this tender.

Force Majeure is hereby defined as any cause which is beyond the control of the Bidder or BHEL, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomena including, but not limited to, floods, droughts, earthquakes and epidemics;
- Acts of any government, domestic or foreign, including, but not limited to, war, declared or undeclared, priorities, quarantines, embargoes; provided either



party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

15.0 LEGAL DECLARATION

15.1 The advertising agency is required to give a declaration that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also the advertising 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 VIII of the tender enquiry.

16.0 CONTRACT TERMINATION

16.1 BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.

17.0 AUTHORISED OFFICER

17.1 Senior Manager (Corporate Communication)/ Senior Executive (Corporate Communication), 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 advertising agency. The authorized officer shall hold all the meetings at Delhi only.

18.0 CONTACT PERSONS

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

Sh. Rohit Inder Singh – Senior Manager (CC)
Tel.: 011-23365669, e-mail: ccris@bhel.in
Fax: 011-23342769

Sh. Sandeep Agarwal – Sr. Executive (CC)
Tel.: 011-23340472, email: sandeepagarwal@bhel.in
Fax: 011-23342769



Bharat Heavy Electricals Ltd.

Annexure- V

MARKING SCHEME

Sl. No.	Parameter	Maximum Marks
1	Understanding of BHEL's business / environment	25
2	Creative Approach	25
3	Copywriting	25
4	Visual Appeal	25
	Total	100

Note:

1. To be used by Screening Committee for evaluation of creatives based on 'Official Brief' and CD containing a TV commercial (TVC) created and released by the bidder for any PSU/ Central/ State Ministry/ Listed Company during past three years.
2. To be used by High Level Committee for evaluation of creatives based on 'Official Brief' and CD containing a TV commercial (TVC) created and released by the bidder for any PSU/ Central/ State Ministry/ Listed Company during past three years.

Selection of Advertising Agency for Image Building Campaign of BHEL



Bharat Heavy Electricals Ltd.

Annexure – VI

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/IBMC/2013-14 dated 06.08.2013.

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 confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

Our Advertising Agency, namely, do hereby accept all the Terms and Conditions set out in the Tender Document except the following: (Give reference to Clause No.s of Terms and Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.

Note: Deviations may or may not be accepted by BHEL

Also, it is confirmed that deviations, if any, have been indicated only in this format and nowhere else in the offer.

Date:

Signature of Authorized Signatory

Place:

(Designation)

Selection of Advertising Agency for Image Building Campaign of BHEL



Bharat Heavy Electricals Ltd.

Annexure-VII

DECLARATION CERTIFICATE (Infrastructure and Manpower)

(to be given on Bidder's letter head)

I/We, do hereby declare that we possess a Creative & Media unit with a full-fledged office with state-of-the-art infrastructure and manpower including creative team, production supervisors, etc. as listed under QR of Special Terms and Conditions (Annexure –III) of the Tender Enquiry. 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)

Selection of Advertising Agency for Image Building Campaign of BHEL



Bharat Heavy Electricals Ltd.

Annexure-VIII

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)

Selection of Advertising Agency for Image Building Campaign of BHEL



Bharat Heavy Electricals Ltd.

Annexure – IX

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	

Selection of Advertising Agency for Image Building Campaign of BHEL

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.



Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

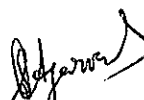
Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved



in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

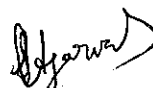
- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder`s/ Contractor`s contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____



Annexure – XI

NON-DISCLOSURE FORMAT
(to be given on Bidder's letter head)

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

I warrant and agree as follows:

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

- Official Brief
- Information
- Documents
- Materials
- Other Business related information

All the shared by BHEL with the agency shall be treated as confidential and will not be disclosed in any manner to any unauthorized person under any circumstances.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue even after the conclusion of the contract also. I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country. I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Date:

Signature of Authorized Signatory

Place:

(Designation)

Selection of Advertising Agency for Image Building Campaign of BHEL



Annexure – XII

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 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 Annexure-III, **Eligibility Conditions/ Qualification Requirement (QR)**.
- b. **No Deviation Certificate** as per Annexure-VI.
- c. **Declaration Certificate (Infrastructure and Manpower)** as per Annexure-VII
- d. **Declaration Certificate (Legal)** as per Annexure-VIII
- e. **Integrity pact** as per Annexure X
- f. **Check List** as per Annexure-XIII.

Note:

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.

i) PART – 'II' : Containing Set of Creatives and a CD of TVC (Sealed Envelope)

Envelope duly sealed and superscribed with 'PART II', should contain the following:

- a) A set of four creatives based on the brief provided with in the tender document and
b) A CD containing a TV commercial (TVC) created and released by the bidder for any PSU/ Central/ State Ministry/ Listed Company during past three years

All Parts of the offer, i.e. Part I and II in an individual sealed covers, to be placed in a single sealed envelope, duly superscribed with:

- 1. Quotation for Selection of Advertising Agency for Image- Building campaign of BHEL.**
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.

Selection of Advertising Agency for Image Building Campaign of BHEL



Bharat Heavy Electricals Ltd.

Checklist

Annexure – XIII

S.No.	Description /Item	Enclosed Yes/No
1.	Earnest Money Deposit of Rs. 2 lakhs as per Clause No. 2.0 of the General Terms & Conditions (Annexure IV)	Yes/No
2.	No Deviation Certificate as per Annexure – VI on your letter head.	Yes/No
3.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-VII	
4.	Declaration Certificate (Legal) as per Annexure-VIII	Yes/No
5.	Integrity Pact (As per Annexure X)	Yes/No
6.	Documents/ Information required as per Clause-1.0 of Annexure-III of ELIGIBILITY CONDITIONS/ QUALIFICATION REQUIREMENT (QR)	Yes/No
7.	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
8.	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
9.	Part 'II' sealed in a separate envelope duly superscribed with Part II (Set of Creatives and a CD for TVC) containing a set of four creatives based on the official brief provided with in the tender document and a CD containing a TV commercial (TVC) created and released by the bidder for any PSU/ Central/ State Ministry/ Listed Company during past three years	Yes/No

Selection of Advertising Agency for Image Building Campaign of BHEL