

**PQR (PREQUALIFICATION REQUIREMENT)/ ELIGIBILITY CONDITIONS  
FOR EXPRESSION OF INTEREST (EOI) AGAINST OPEN TENDER FOR REDESIGNING OF BHEL WEBSITE**

Expression of Interest (EOI) received in response to OPEN TENDER by BHEL, duly enclosed with documents required as per laid down PQR Criteria given under, in a sealed cover, will be scrutinized by BHEL Committee. Those found complying with PQR criteria alone will be invited to participate in the two-part tender (Part-I - Techno-commercial Bid) & (Part-II - Price Bid) to be floated subsequently on limited tender enquiry basis.

**PQR (PREQUALIFICATION REQUIREMENT)/ ELIGIBILITY CONDITIONS**

**1. SCOPE OF WORK (Annexure-IA, IB & IC)**

1.1. Compliance to Scope of Work by way of signing and affixing rubber stamp on all pages on the copy of Annexure-I for acceptance.

**2. DELIVERY SCHEDULE (Annexure-II)**

2.1. Compliance to Delivery Schedule by way of signing and affixing rubber stamp on all pages on the copy of Annexure-II for acceptance.

**3. BHEL TERMS & CONDITIONS (Annexure-III)**

3.1. Compliance to BHEL TERMS & CONDITIONS by way of signing and affixing rubber stamp on all pages on the copy of Annexure-III for acceptance.

**4. NO DEVIATION CERTIFICATE (Annexure-IV)**

No Deviation Certificate on letter head to be given as per enclosed proforma (Annexure-IV)

**5. EXPERIENCE & PAST PERFORMANCE**

5.1. Experience of at least 3 (three) years in similar contract for designing & preparation of similar Websites for PSUs, Govt., MNCs, Pvt. Sector. The bidders to enclose self-attested Purchase Order copies executed during F.Y. 2012-13, 2011-12, 2010-11, 2009-10 and should be open to verification by BHEL and in case reported unsatisfactory performance in executing the contract for which POs have been submitted, the bidder may stand disqualified and their Price Bids will not be opened. The POs should be of values as given under:

5.1.1. One PO equivalent to Rs. 7,20,000/- or more

OR

5.1.2. Two POs, each equivalent to Rs. 4,50,000/- or more

OR

5.1.3. Three POs, each equivalent to Rs. 3,60,000/- or more

**6. FINANCIAL**

6.1. A copy of ITR/ Audited Balance Sheets/ P&L Account for the last three financial years 2009-10, 2010-11 & 2011-12 to be enclosed.

**7. REGISTRATION OF TAXES**

7.1. Self-attested copy of proof of valid registration for taxes applicable

**8. SELECTION PROCEDURE**

8.1. Bidders who respond to Open Tender by way of submitting Expression of Interest (EOI) in sealed covers by the due date and time as notified in the Window Advt. to be published in the Newspaper, will alone be able to participate

8.2. EOI received will be opened at the notified time/ date/ venue and scrutinized with respect to PQR Criteria as per sl. no. 1 to 7 above. The compliant bidders alone will be invited in the subsequent Limited Tender Enquiry for submitting their offers in two-parts (Part-I - Techno-commercial Bid) & (Part-II - Price Bid)

8.3. Part - I will be scrutinized for compliance to tender terms and Part-II of the offers i.e. Price Bids of the bidders found compliant in Part-I of the offer alone will be opened after intimating about

time/ date/ venue of the 'Price Bids' opening, in the presence of the bidders, who may like to be present

- 8.4. Award of work will be based on the lowest amount quoted by the complaint bidder as per price bid format/reverse auction.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' followed by a horizontal line.

**SCOPE OF WORK**

(Offer not limiting but conforming to scope given here)

**1. DESIGN**

1.1. Design in accordance to Design Brief attached as Annexure-IB

**2. WEBSITE STRUCTURE**

2.1. Scalable & robust site structure. Broad Structure of the proposed Website is enclosed as Annexure IIB, however, may change subsequently during the course of development of the website, to be incorporated and considered as part of scope by the successful bidder

**3. LANGUAGE**

3.1 Home page of the website with options for Hindi & English - The Hindi part of it should be compatible with multiple-browsers and operating systems and complete in all aspects including provision of required fonts on client side.

**4. GUIDELINES**

4.1 Bidder must follow guidelines for Government of India websites (<http://web.guidelines.gov.in>) OR

([http://darpg.nic.in/darpgwebsite/cms/Document/file/Guidelines for Government websites.pdf](http://darpg.nic.in/darpgwebsite/cms/Document/file/Guidelines%20for%20Government%20websites.pdf)) to ensure proper standardization of all content. Website needs to be designed with all dynamic features for updation and prescribed web accessibility features as below:

4.1.1 Optimized site structure for quick loading at client end

4.1.2 Clean and professional design based on HTML and CSS for structure and presentation respectively, by following W3C standards and using clear appropriate graphics

4.1.3 **Search engine friendly website: SEO-** In order to improve the ranking of the site in the search engines, appropriate keywords will be used in the Title Pages, Meta Tags and Headings of all pages. This site will be posted to all major Search Engines. Monthly Google Analytic reports on Website trends to be submitted by the successful bidder during the Performance Guarantee period of 12 months.

**5. SECURITY**

5.1 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.

5.2 **Security of website / OWASP compliant:** The website should allow secured socket layer wherever required. The website shall be security audited according to OWASP (Open Web application Security Project) application security verification standard by a third party appointed by BHEL within 12 months of its hosting. The bidder has to implement the changes for removal of reported vulnerabilities without any additional charges till the time website is free of any security related issues, limiting to Performance Guarantee period of 12 months & we receive certificate from the Security Audit agency for security compliance.

- 5.3 Pro-active site Security enhancement to divert any malicious activity on the site. Email alerts will be sent to the web master on occurrence of any error on the site. Provision of auto-responders to e-mail accounts.
- 5.4 Ensure restricted access to the system and report any security breach to BHEL as and when detected during the performance guarantee period of 12 months

## 6. ARCHIVAL / RETRIEVAL OF OLD DATA

- 6.1 The architecture implemented by the bidder should provide for the archival/retrieval of older content and for backing up the same offline. Bidder will have to provide manual and time based automatic archival/retrieval system.
- 6.2 Migration of existing content in present website like Annual Reports, circulars etc. in appropriate format with dates to new website lies with vendor.

## 7. CMS (CONTENT MANAGEMENT SOLUTION):

- 7.1 In the back-end for modules which need frequent updating and database interfacing a CMS will be used. Administrator would be able to add/delete the links pertaining to Hindi/English in the website at any point of time from any location. The control for the same should be so user friendly that a simple data entry operator should be able to update the links. There would be three types of links, File (link to a file i.e. Doc, PDF, JPG etc), URL (Link to some other website) and Content (Static information in rich text format). Also the administrator should be able to set the order in which the links would appear in the website.
- 7.2 Photo Gallery: Through this Module the Administrator should be able to add/update the categories in the website & should further be able to Add/Delete/Modify the photographs pertaining to that category in the website.
- 7.3 Downloads: Administrator should have the option to add/delete/modify the files pertaining to download section.
- 7.4 Create user accounts with defined rights and privileges.
- 7.5 Root passwords to be made available to authorized users only and they are to be changed at regular intervals limited to administrator at the time of handing over of the site.

## 8. TECHNOLOGIES

**Hardware:** The site shall be deployed on server class hardware with Intel processor(s), BHEL will be responsible for providing suitable Database and Operating System required for running the website, however development environment will be owned by the vendor. The website shall be deployed on latest version of Apache webserver.

- 8.1 *Browser compatibility:* The web site should be compatible to run on computers & mobile devices having browsers Google Chrome, IE6+, Netscape 6.2+, Mozilla Firefox 1.0+, Opera 6+ and Safari 4.0+
- 8.2 Coding should be in line with Web 2.0 Development Standards
- 8.3 The site should be developed using the latest web technologies like JSP, JAVA, XML on the servers-side while XHTML, CSS, JavaScript & AJAX on the client-side to build the applications. Vendor must have expertise in developing websites using HTML 4+, CSS 2+.
- 8.4 Website can be redeveloped using OPEN Source technology also
- 8.5 A Decoupled architecture should be implemented so that Database and application server could be managed on the same or multiple servers independently



Any additional software required for design / development or deployment of website on the above infrastructure shall be provided by the successful bidder without any additional cost to BHEL.

**9. RESOLUTION**

9.1 The pages for the site should be designed to display consistently across computers of all sizes and resolutions. In other words, we propose a wide width (1024 x 768 pixels or more) layout for all the pages

**10. REGULAR CONTENT UPDATES & ADDITIONS**

10.1 Continuous improvements in the existing site features based on the user Experience & feedback during the Performance Guarantee period of 12 months.

**11. MONITORING**

11.1 Monitoring remote logins and file access using logs generated by server management tool

**12. PROVISIONS**

12.1 Provision for setting some Web pages as accessible to subscribed users only – dealing with built-in applications.

12.2 Provision for full form support with validation on major fields and automatic submission to e-mail address once the user submits them.

12.3 Provision of source code with facility to receive data through "forms" including database connectivity

12.4 Provision for latest version of Adobe Acrobat reader and Real Player.

**13. WEB SITE PROMOTION**

13.1 Registration with renowned Search (Engine) Services for which success ranking status would be submitted by the vendor every quarter during the period of Performance Guarantee period of 12 months.

**14. DELIVERY SCHEDULE/IMPLEMENTATION APPROACH**

14.1 The same has been given in the enclosed ANNEXURE – II

**15. DELIVERABLES**

15.1 Provide the necessary resources: services, consulting, and software to Implement and maintain the website.

15.2 Design and Content Management should support Extensive Web Site Analytics and Statistics to be provided. Traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages, other statistical reports should be provided as per requirement of BHEL during the Performance Guarantee period of 12 months

15.3 The Website Design should provide up to date "sitemap" that is linked to home page as well as to all important entry pages of the website.

15.4 The vendor should provide necessary hardware, application software and other infrastructure for implementation of the website. For which no further license procurement will be required at BHEL end. Any maintenance required in this regard shall be the responsibility of the vendor. BHEL shall not pay separately for such maintenance charges.

15.5 Monthly Google Analytic reports on Website trends to be submitted during the Performance Guarantee period of 12 months.

15.6 Documentation with respect to user ids and passwords for various categories of users and their rights viz. administrator, uploading to be handed over regular intervals limited to administrator at the time of handing over of the site

**16. GENERAL**

16.1 Data in the form of text/pictures/graphics/other details shall be provided by BHEL in digital form. Wherever the digital data is not available, the same will be provided in neatly typed form or in shape of hard copy photographs.

16.2 All source codes will be the exclusive property of BHEL after it is successfully tested and implemented on the selected site.

16.3 Agency will not put any advertisement on BHEL web site without explicit permission from BHEL.



DESIGN BRIEF

1. Contemporary in look and feel aspect, at same time, allowing visitors to navigate through BHEL's offerings with an ease.
2. Branding on 'Home Page', communicating BHEL ethos & outlook graphically (changing screens limiting to 3 or 4, as many felt appropriate). Brief on BHEL ethos & outlook will be shared with the successful bidder for visualization and development of design.
  - Cost of images used to be included in the offer submitted. Bidders should obtain rights for stock images used on BHEL website.
3. Enhance on-line presence in business area
4. Colour scheme should reflect commitment to provide sustainable solutions and should be easy on eyes
5. The design essentially should be uncluttered
6. Animations used should be well-conceptualized and subtle
7. Design continuity to be ensured in all the layers
8. Innovative icons for generic information to be used which showcase your creativity



WEBSITE STRUCTURE

**Website-Components:** The proposed website has to have 2 broad components: (to be checked & modified)

**1. Visitor Section**

- 1.1 Landing Page: Home page of English version will be landing page. Visitor can switch to Hindi page through a link provided on home page.
- 1.2 Hindi Content: The Hindi Content should be in Unicode font (Mangal). The visitors should be able to view the content with ease without any requirement of font download. However there might be a case wherein browser might not support automatic font configuration, so proper guidelines should be there font configuration for such users.
- 1.3 Full text search: Provision of Full text search in the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub-links and should provide links where that word is present. On clicking the link the content should be displayed. **This shall be limited to the Corporate Website only.**
- 1.4 Drop-down menu: Offering linkages to BHEL Units/ Business Sectors Websites

**2. Administrator Section:** Website should have all facilities be available as below:

**2.1 Secure Login:**

- Admin section must be protected by username and password and using salted MD5 encryption.
- At database level also password should be stored in encrypted format.
- After 5 consecutive wrong attempts the password should be reset and new password would be sent to administrator through email.

**2.2 Links**

**2.3 Page Title:** For each link created the **administrator** would specify the title of page.

**2.3.1 Link Validity:** For each link created the **administrator** would specify the date by which the link expires. The default value should never expire.

- Ownership: For each content the **administrator** should specify the source of the content and owner of the content.
- Meta Data: For each content the **administrator** should specify the metadata

**2.3.2 Content Structure:** The **administrator** should add links in the website. Now each link can be a main link. At the same time it can be a sub-link to some other link. Also simultaneously it can be a sub-link level 2 thus achieving complete flexibility.

**2.3.3 Circulares:** Through this section the Administrator of the site should be able to Add/Edit/Delete the categories in the website & should further be able to Add/Delete/Modify the photographs pertaining to that category in the website.

**2.3.4 Photo Gallery:** Through this Module the Administrator should be able to add/update the categories in the website & should further be able to Add/Delete/Modify the photographs pertaining to that category in the website.

**2.3.5 Downloads:** Administrator should have the option to add/delete/modify the files pertaining to download section.

**3. Website Structure:**

3.1. As detailed below, not limiting to what is stated below. Offer should be inclusive of subsequent changes, if any, shared by BHEL during development



Home		
About Us	<p>Overview with the following drop down tabs:</p> <ul style="list-style-type: none"> <li>• History</li> <li>• Vision &amp; Mission</li> <li>• Board of Directors</li> <li>• BHEL in India (Nationwide Network)- Map (Each Unit's Icon, on clicking could open a new window which gives a brief sketch on the clicked Unit, with Contact Address/ Ph No/email-id of someone from the Unit)</li> <li>• R&amp;D</li> <li>• Overseas Business- Global Footprints (map)</li> <li>• Awards &amp; Recognitions (Catalogue of the last 10 years)</li> <li>• Subsidiaries</li> <li>• Photo Gallery</li> <li>• Group Structure- management, functions</li> </ul>	
Our offerings	<p>Products by sectors Solutions/ Systems Services (O&amp;M Services, Spares)</p>	More focus is required while categorization
Investor	<ul style="list-style-type: none"> <li>○ CMD's Statement/AGM Speech</li> <li>○ Directors' Profile</li> <li>○ Annual Report (archive)</li> <li>○ Corporate Governance ( Code of Conduct, Company Policy)</li> <li>○ Shareholding Pattern</li> <li>○ Performance Highlights (archive)</li> <li>○ Stock Information</li> <li>○ FAQs/ Feedback</li> <li>○ Announcements/Presentations</li> <li>○ Transcripts of Conference calls</li> </ul> <p>Financials – Annual Reports Investor Presentations Events (teleconf. dates)</p>	
Jobs & Careers	<ul style="list-style-type: none"> <li>• Current Job Openings</li> <li>• Career Growth &amp; Opportunities</li> <li>• BHEL Values &amp; Culture</li> <li>• Employee Speak (Testimonials)</li> </ul>	
Press Releases		
More	<p>Our Commitment (CSR, Sustainability) RTI (FAQ, contact link) SCM (Vendor registration, Tenders related to procurements) Contact Us</p>	

#### 4. Additional

4.1 Soft links of units, R&D, CoE, institutes, labs, etc., in the drop down menu

4.2 General public circulars, EOI, RFP, Empanelment of expert , etc., at home page under a different title, which can be named appropriately as per practice generally followed by other companies for such items

4.3 Search bar, indexing based on keywords

A handwritten signature or set of initials, possibly 'AW', written in black ink.

## DELIVERY SCHEDULE

S.No.	Description / Activity	Day
1.	Date of receipt of LOI and required information/ inputs from BHEL	0 <sup>th</sup> day
2.	Submission of the names and the other required details of the entire project team including coordinators with their responsibilities and contact details, for BHEL information.	1 <sup>st</sup> day
3.	Discussions on design submitted including suggestions/ improvements in graphic, copy to suit BHEL requirement	2 <sup>nd</sup> day
4.	Submission of Revised Design duly incorporated with changes suggested by BHEL, including the colour scheme and its approval by BHEL. <b>Note:</b> a. Other works to be carried out in parallel, as applicable, at the backend by the respective teams. All existing content of the website should be converted as so to comply with <b>Govt of India website guidelines including all PDF and HTML files.</b> b. The contents developed to be integrated after approval of the layout.	13 <sup>th</sup> day
5.	Resubmission of design & features of website after incorporating changes suggested by BHEL team	24 <sup>th</sup> day
6.	Presentation of complete website to the wider group of BHEL comprising different functions, users etc.	27 <sup>th</sup> day
7.	2 <sup>nd</sup> presentation to the wider group after incorporating changes suggested by the wider group	40 <sup>th</sup> day
8.	Release of beta version of the website for testing on BHEL server	50 <sup>th</sup> day
9.	Removal of shortcomings notified and resubmission of second beta version	60 <sup>th</sup> day
10.	Launch of website on BHEL server	65 <sup>th</sup> day
11.	Removal of shortcomings, if any	70 <sup>th</sup> day

**Note:**

1. The penalty will be leviable from the 71<sup>st</sup> day as per Tender Terms sl. no. of Annexure –
2. Training should be provided to 12 (CC: 03, CIT: 02, MM: 02, Corp. P&D: 02, Recruitment: 01, HR Admin: 02) BHEL officials for management of Administrative Interface at BHEL, Delhi.
3. BHEL will organize security audit of the website launched from a third party within a span of around 6 months of the launch of the website, vulnerabilities as received from the security agency will be communicated to the bidder for removal of all such vulnerabilities reported and ensuring security compliance to the satisfaction of the third party i.e. the security agency appointed by BHEL within the period of performance guarantee of 12 months from the launch of website.
4. The Bidder should provide full-fledged support for rectification of errors and correction or addition of contents etc. during the period of Performance Guarantee of 12 months.

5. Addition of new functionalities/pages during the period of 12 months of performance guarantee, charges for same in accordance to approved rates will be payable separately in addition to cost for making of new BHEL website as per tendered scope.



**TERMS AND CONDITIONS**

**1. SUBMISSION OF OFFER**

1.1 Your offer should be complete in all respects (Refer Check-list at Annexure – V).

1.2 Offer Documents should be typed 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. SCOPE OF WORK**

2.1 The scope of work is as per Annexure – IA. Bidders to note that offer have to be complete in all respects, covering all the activities including those which are added during the development stage. The job shall be awarded on turnkey basis with complete responsibility lying with the successful bidder including changes, requirements as specified, during Performance Guarantee period of 12 months.

**3. EARNEST MONEY DEPOSIT (to be given during the time of Limited Tender Enquiry)**

3.1 Offer must be accompanied with a DD / Pay Order for Rs. 20,000/- (Twenty thousand only) drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. Offers received without EMD are liable to be rejected. EMD will be returned to all the unsuccessful bidders normally within 15 days of acceptance of award of work by the successful bidder. EMD of the successful bidder can be converted and adjusted against Security Deposit on request in writing.

3.2 Bidders may please note that EMD carries **NO INTEREST**.

3.3 EMD shall be forfeited in the following cases:

3.3.1 After opening of tender, the bidder revokes his tender within the validity period or increases his earlier quoted price.

3.3.2 The bidder does not commence the work within the specified period.

**4. SECURITY DEPOSIT**

4.1 The successful bidder shall be required to furnish security deposit equivalent to 10% of the order value within 3 days from the date of placement of order by way of demand draft in favour of BHEL, payable at New Delhi. On request, the EMD amount can be adjusted against the Security Deposit. In such case, the balance amount of Security Deposit is to be deposited within 2 days by way of Demand Draft. Bidders to note that Security Deposit amount carries **NO INTEREST**. Security deposit shall be forfeited in case successful bidder refuses to commence the work within the period as per LOI / Contract and/or non-fulfilment of conditions of the order.

4.2 SECURITY DEPOSIT will get converted into **PERFORMANCE GUARANTEE** after satisfactory completion of the job and shall remain with BHEL for a period of 12 months from the date of launch of Website on BHEL server and successful bidder has to discharge the part of scope as specified in the tendered scope during Performance Guarantee period of 12 months.



4.3 Performance Guarantee amount will be refunded to the bidder upon satisfactory completion of the job.

4.4 In case of unsatisfactory performance/ unprofessional attitude during the Performance Guarantee period, it may lead to forfeiture of the Security Deposit.

**5. PRICE**

5.1 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 the contract.

5.2 Price to be filled in as per the Price Proforma (to be given during the time of Limited Tender Enquiry). Change in Price Proforma is not allowed.

5.3 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 (to be given during the time of Limited Tender Enquiry)

5.4 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.

5.5 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; and

5.6 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 (5.4) and (5.5) above.

5.7 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.

5.8 Offers not fulfilling any of the above conditions are liable for rejection.

**6. TAXES**

6.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be inclusive of all taxes, duties and levies. However, the amount towards Service Tax, if applicable, should be indicated separately in the specified place in Price (to be given during the time of Limited Tender Enquiry).

**7. VALIDTY OF OFFER**

7.1 Your offer shall be valid for a period of 90 days from the date of opening of the techno-commercial offer (part-1).



**8.0 EVALUATION OF OFFERS (At the time of opening of offers received against Limited Tender Enquiry)**

**8.1** For selection of the final vendor on whom the order would be placed, following procedure shall be adopted:

**8.1.1 PART A (TECHNICAL BID) Opening comprising:**

**Part A (Technical Bid) in a Separate Sealed Envelope containing:**

- a. EMD of Rs.20,000/- as per Terms & Conditions Annexure – III sl. no. 3 in a separate sealed envelope.
- b. No Deviation Certificate as per Annexure-IV.
- c. Check List as per Annexure-V.
- d. Acceptance to 'BHEL Terms & Conditions' (Annexure-III) including 'Delivery Schedule' (Annexure-II) and Conformity to 'Scope of Work' (Annexure-IA) and Website Structure (Annexure –IC) by way of signing and affixing rubber stamp on each page.

**Note:**

Bidders to ensure that their offers are complete in all respects. Any deviation or non-compliance may lead to rejection of their offer at any stage.

**8.1.2 Bidders who are found compliant to tender requirement as per 8.1.1 above will be scrutinized by BHEL and considered for 'Price Bid' opening/Reverse Auction.**

**8.1.3 PART II (PRICE BID) COMPRISING:**

Price Bids of in a separate Sealed Envelope superscribed with PART B (PRICE BID).

- a. Price Bid as per proforma ( to be given during the time of Limited Tender Enquiry)

**Note:**

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

**9.0 PRICE EVALUATION & AWARD OF WORK**

**9.1** Price evaluation of the lowest bidder (L-1) would be specified in detail during the time of Limited Tender Enquiry

**9.2 AWARD OF WORK** shall be made on the lowest amount quoted by the bidder through Reverse Auction/Sealed price bid opening.

**BHEL reserves the right to finalize the successful bidder on the basis of Reverse Auction Process.** In such case all Techno-commercially qualified bidders will be intimated regarding procedure / modality for reverse auction process prior to conduct of the Reverse Auction and price will be decided through reverse auction process. BHEL's decision in this regard shall be final & binding on bidder.



**10. TERMS OF PAYMENT**

- 10.1 Payment shall be made after satisfactory completion of the job as per order.
- 10.2 Payment shall be released within 30 days of the receipt of invoice along with deliverables as specified in the Scope of Work (Annexure – IA/IB/IC)
- 10.3 Statutory deductions as applicable shall be made by BHEL at source.
- 10.4 BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the following information upon placement of order on their letter head:

**Re: EFT Payments**

Please find enclosed the relevant details of my bank account for receiving NEFT credits from BHEL.

<b>BIDDER NAME AND COMPLETE ADDRESS</b>	
<b>BANK NAME &amp; COMPLETE ADDRESS WITH PIN CODE</b>	
<b>BANK ACCOUNT NUMBER</b>	
<b>MICR CODE</b>	
<b>IFSC CODE</b>	
<b>PARTY'S EMAIL-ID</b>	
<b>PAN NUMBER</b>	
<b>CST NUMBER, IF APPLICABLE</b>	
<b>VAT NUMBER, IF APPLICABLE</b>	
<b>SERVICE TAX REGISTRATION NUMBER, IF APPLICABLE</b>	
<b>PARTY'S NAME &amp; ADDRESS</b>	

Also, please find enclosed a photocopy / cancelled copy of one leaf from our cheque book for the codes required above.

We hereby mention that the above mentioned particulars are in order. To facilitate EFT credits, we will inform BHEL in case of any changes in the Bank particulars at a future date.

Thanking you,  
Yours sincerely"

Signature with Full name and stamp

**11. PENALTY – QUALITY**

- 11.1 If the final product does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods. If at all the goods are accepted, BHEL reserves the right to impose penalty and the decision of BHEL shall be final and binding on the bidder.



**12. PENALTY – DELAY**

12.1 The designing and delivery schedule will have to be strictly adhered to.

12.2 Any delay beyond specified schedule for completion of job, as applicable, will invite imposition of penalty at the rate of 2% per week of the cost subject to the maximum of 10% of Work Order Value. BHEL reserves the right to refuse to accept delivery beyond delay of two weeks.

**13. PATENT & TRADEMARK**

13.1 The agency shall at all times indemnify BHEL against all claims which may be made in respect of infringement of 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, restricted 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 thereafter.

**14. SUB –CONTRACT**

14.1 The contract or any part thereof shall not be subcontracted, assigned or otherwise transferred without previously obtaining consent from BHEL in writing.

**15. NON ASSOCIATION WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL**

15.1 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

**16. ACCEPTANCE OF TERMS AND CONDITIONS**

16.1 The agency should specifically mention that all the terms and conditions described above are unconditionally acceptable.

16.2 Any deviation to BHEL terms and conditions 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.

**16. INCOMPLETE TENDERS**

16.1 Incomplete tenders, which do not contain all the information called for, are liable to be rejected.

16.2 The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

**17. CONTRACT TERMINATION**

17.1 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.

**18. GENERAL**

18.1 All information in the Tender Document is meant for your consumption only and not for sharing, unless and otherwise, authorized by BHEL in writing.

**19. ARBITRATION**

20.1 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 arbitrator i.e. ED (HR&CC), BHEL whose decision shall be final, conclusive and binding on the parties. The arbitrator shall give reason (s) for the award.

**20.2** 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.

**21. EFFECT AND JURISDICTION OF CONTRACT**

**21.1** 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.

**21. AUTHORISED OFFICER**

**21.1** The Sr. Manager (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 bidder. The authorized officer shall hold all the meetings in Delhi only.

**22. CONTACT PERSONS**

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

- Sh. Gaurav Verma – Executive (CC)  
Tel.: 011-23365279, Mob. : 9560755260, E-mail: [gauravv@bhel.in](mailto:gauravv@bhel.in)  
Fax: 011-23342769
- Sh. Ajay Gupta – Sr. Manager (CC)  
Tel.: 011-23340473, Mob. : 9810873985, E-mail: [ccag@bhel.in](mailto:ccag@bhel.in)  
Fax: 011-23342769  
Corporate Communication, BHEL  
Jeevan Tara Building  
5, Sansad Marg  
New Delhi- 110001



**NO DEVIATION CERTIFICATE TO BE GIVEN ON AGENCY'S LETTER HEAD**

**Certificate of Acceptance**

"Certified that we have read and understood all the terms and conditions of the **EXPRESSION OF INTEREST** No. CC/WEBS/03/12-13 dtd. 07.03.2013 and that our company/ firm, namely, ..... do hereby unconditionally accept all the Scope of Work (Annexure-IA, IB, IC), Delivery Schedule (Annexure-II), Terms and Conditions (Annexure-III) and No Deviation Certificate on letter head (Annexure-IV) set out in the **EXPRESSION OF INTEREST** Document.

Date:

Signature of Authorised Signatory

Place:

(Designation)



Checklist

S.No.	Description /Item	Enclosed Yes/No
1.	Self-attested copies of <b>Purchase Order</b> executed during F.Y. 2011-12, 2010-11, 2009-10	Yes/No
2.	A copy of ITR/ <b>Balance Sheets/ P&amp;L Account</b> certified by CA for the last three financial years 2009-10, 2010-11 & 2011-12	Yes/No
3.	Self-attested copy of proof of <b>valid registration for taxes</b> applicable	Yes/No
4.	Copy of the signed BHEL " <b>Scope of Work</b> " (IA, IB, IC) as token of acceptance.	Yes/No
5.	Copy of the signed <b>Delivery Schedule</b> (Annexure II) as token of acceptance	Yes/No
6.	Copy of the signed BHEL " <b>Terms &amp; Conditions</b> " (Annexure III) as token of acceptance.	Yes/No
7.	No deviation Certificate as per Annexure – IV on your letter head.	Yes/No

