



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Human Resource Development Institute

PURCHASE DEPARTMENT

By COURIER SERVICE

Please Quote TENDER ENQUIRY No. in all correspondence

TENDER ENQUIRY

Tender Enquiry Ref. No. MG/RR/PUR/009

Dated: 16.07.2016

M/s

COLLECTION OF TENDER DOCUMENT UPTO: 06/08/2016 (5.00 PM)

PRE-BID MEETING: 28/07/2016 (11.00 AM)

TENDER SUBMISSION DATE UPTO: 08/08/2016 (3.00 PM)

TENDER OPENING DATE (PART – I): 08/08/2016 (4.00 PM)

Sub: Rate Contract for Photography, Videography & Memento Services for Two Years:

Dear Sirs,

Most competitive rates are invited from reputed agencies for Photography, Videography & Memento Services for HRDI programmes for Two Years as and when required. Quotations received late are likely to be ignored.

Part-I of the Tender will be opened in this office on 08.08.2016 (1600 Hrs.) in the presence of the representatives of the bidders who may choose to be present.

You are advised to visit our office at the address indicated below for inspection of the premises and your assessment prior to submission of your offer.

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I, Cover-I EMD (Offer received without EMD will not be considered.)

Part-I, Cover-II: Techno Commercial Bid and

Part-II, Cover III: Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

Part-I/ Cover-I: Earnest Money Deposit (EMD):

Only EMD of Rs. 20,000.00 (Rupees Twenty Thousand only) in form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be submitted in Part-I/ cover-I.

Part-I/ Cover-II: Techno Commercial Bid:

All required documents as mentioned in Annexure – 3 and No Deviation Certificate as per Annexure – 6 along with copy of tender document duly signed and stamped on each page as token of your acceptance to the tender conditions must be submitted in Part-I/ cover-II.

Part-II/ Cover-III: Price-Bid:



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Only price bid in the prescribed Price-Format as per Annexure- 7 is to be submitted in Part-II/ Cover-III.

These three separate covers (Cover I, II & III) shall together be enclosed in a separately sealed fourth envelope and this sealed cover shall also be superscribed with Tender Name, Tender No., and Due Date & Time and submitted to this office at the following address.

SR. ENGINEER (PUR)

Bharat Heavy Electricals Limited (BHEL)

Human Resource Development Institute (HRDI)

HRD & ESI Building, Plot No.-25, Sector-16A,

NOIDA (UP) – 201301

Your offer should reach this office latest by 1500 hrs on 08.08.2016. Part-I /cover-I of Tender (EMD) will be opened first at 1600 hrs on 08.08.2016 in presence of the representatives of the tenderers who choose to be present. Part-I/cover-II (Techno Commercial Bid), of only those bidders who's EMD has been received and found in order as per terms & conditions of this enquiry, will be opened thereafter on the same date 08/08/2016 itself. Part-II/ Cover-III of Tender (Price-Bid) of only those bidders whose EMD and Techno-Commercial bids are found in order, may be opened later, for which intimation will be sent separately.

However, BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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 available on BHEL website www.bhel.com.

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

Thanking You

Yours faithfully,

(For and on behalf of BHEL)

Rishi Raj

Sr. Engineer (Pur)



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Encls:

1. Special Terms and Conditions: Annexure – 1
2. Scope of work: Annexure – 2
3. Pre - Qualifying Criteria: Annexure – 3
4. General Instruction to Tenderers: Annexure – 4
5. General Terms & Conditions: Annexure - 5
6. No Deviation Certificate: Annexure- 6
7. Price Format: Annexure- 7
8. RA Terms & Conditions: Annexure- 8
9. Picture of Sample Photograph & Memento: Annexure-i & Annexure-ii

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Annexure-1

Special Terms & Conditions of Rate Contract for Photography, Videography & Memento Services at HRDI Noida

1. All Photography/Videography/Memento services are to be provided for HRDI, BHEL, Noida.
2. Description of Work & Time Frame for Submission of photographs/Memento (Mugs)/CD/DVD/Pendrive etc to HRDI is specified in the Scope of Work.
3. Bidder has to submit "No Deviation certificate" as specified; along with a Declaration for having Professional Camera of high resolution of minimum 12 Mega Pixel of Decon/Canon/Nikon/Sony/Panasonic/Kodak/Samsung make.
4. The photographer is required to be available in our office premises exactly as per the time intimated by the Programme Team of HRDI BHEL, without any delay.
5. Necessary proofs of the photographs are to be shown to the Concerned Programme Team on the same day, before taking the final print.
6. The necessary Bidders may inspect the premises to assess the quantum of materials required for the entire scope of work /services and quote accordingly. In case of submission of the quotation, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
7. If the services of the service provider is not satisfactory, BHEL reserves the right to terminate the contract and forfeit the Security Deposit with one week notice period.
8. **Penalty:**
 - a. The Contractor (or its representative) shall always provide the services as & when required else a penalty will be invoked in the next bill equal to the amount of visiting charge.
 - b. If the result of the photographs or quality of Videography or quality of Memento is not satisfactory, Concerned BHEL-HRDI representative may ask for improvement/replacement at free of cost, else payment will not be made. Decision of the concerned officer shall be final in this regard.
9. **Payment Terms:**
 - a. On receipt of invoice, payment will be made within 30 days on **monthly basis** after being duly certified by BHEL representative for satisfactory services rendered by the party.
 - b. Invoice/Bills to be submitted before 10th day of the subsequent month.
10. **CONTRACT PERIOD: This contract will remain valid up to two years w.e.f 01.10.2016 or from the date of placement of Work Order whichever is later.**
11. **The quoted rate shall be firm for a period of two years.**
12. BHEL looks forward to get excellent services from the bidder.

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Scope of Work of Rate Contract for Photography, Videography & Memento Services at HRDI Annexure-2

Noida

HRDI, BHEL Noida is a Training Centre wherein Training Programmes are conducted which can be of any duration (Minimum Half day & Maximum 13 days).

Average Number of Programmes (including Meetings etc) in Two years- 130

Average Number of Participants in each programme- 25

Sl. No.	Type of Work	Description of Work	Time Frame for Submission to HRDI	Quantity (Average for One Programme) Approx	Quantity (For Two Years) Approx
1.	Photography	Digital Group Photos of dimension- 6" x 8" with: 1. Header < BHEL Logo & Programme Name>, 2. Footer <Participants' Names> Printed on Glossy paper And Soft copy to be provided to HRDI (Sample at Annexure-i)	At Least one Day prior to the Last day of the Programme OR As desired by Programme Team at HRDI	25 Photos in each Programme	3250 Photos
2.	Photography	Visit during the Programme for Photography upto 4hours- with soft copy to be provided in a CD/Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	1.25 times per programme (i.e. during the programme inauguration & as when called by the programme team)	163 (times)
3.	Memento Services (Mugs)	Mugs with Digitally Printed photograph along with: Header < BHEL Logo & Programme Name>, (Coffee Mug with External Diameter- 8cm, Internal Diameter-7.5cm) (Sample at Annexure-ii)	At Least one Day prior to the Last day of the Programme OR As desired by Programme Team at HRDI	28 mugs in each Programme	3640 Mugs
4.	Videography	Half Day (upto 4 hrs) Video Coverage during the Programme with soft copy to be provided in a Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	0.1 times per programme	13 (times)
5.	Videography	Full day (4 to 8 Hrs) Video Coverage during the Programme with soft copy to be provided in a Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	0.05 times per programme	7 (times)



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Annexure-3

Pre - Qualifying Requirement for Rate Contract for Photography, Videography & Memento Services at HRDI Noida

The tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

1. Average Annual Financial Turnover during the last 3 years, ending 31st Mar 2016, should be at least Rs 1.57 Lakhs.
2. Experience of having successfully completed **similar works** i.e. Digital Photography, Videography and Memento services/Works(Mugs) during last 7 years, ending 31st Mar 2016 should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to Rs. 2.10 Lakhs.
 - Or**
 - b. Two similar completed works costing not less than the amount equal to Rs. 2.63 Lakhs.
 - Or**
 - c. One similar completed work costing not less than the amount equal to Rs. 4.21 Lakhs.

Work Order & Experience Certificate of Successful Completion of the Order is required to be submitted.

3. Bidder should furnish copy of following:
 - a. PAN Card
 - b. No Deviation Certificate
4. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

BHEL reserves the right to ask the bidder/contractor to provide any or all of the original documents referred above at any time during bid evaluation and/or during the contract which bidder/ contractor has to comply. Failure to do so or furnishing of incorrect information will invite action as specified in the tender documents.



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Annexure- 4

General Instructions to Tenderers for Rate Contract For Photography, Videography & Memento Services at HRDI Noida

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and pictures indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the pictures of the Tender documents issued are incomplete or shall require clarification on any of the technical aspect – scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. **EARNEST MONEY DEPOSIT (EMD):**
Every tender must be accompanied by the prescribed amount of Rs 20,000/- towards Earnest Money Deposit (EMD) either in Pay order or Demand Draft form in favour of BHEL payable at New Delhi.

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8.1 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

8.2 The Earnest Money deposit of the successful tenderers shall be refunded/adjusted against Security Deposit, as the case may be.

8.3 In case of unsuccessful tenderers, the Earnest Money will be refunded to them within 15 days after finalization of the tender without interest.

8.4 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderers:-

- a. After opening of Tender, revokes/withdraws his tender within the validity period revises/alters his earlier quoted rates/conditions.
- b. Fails to communicate unqualified acceptance of Letter of Intent.
- c. Fails to start the work as may be indicated in the Letter of Intent.

9. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

10. EVALUATION CRITERIA

Work will be awarded to overall L1 party.

11. VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a period of **three months** from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

12. EXECUTION OF CONTRACT:

Timelines of this contract is mentioned in sl. No. 10 of Annexure-1

13. The tenderers shall quote rates in **figures as well as in words**. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

14. REJECTION OF TENDER AND OTHER CONDITIONS



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- 14.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 14.2 To reject any or all of the tenders: If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 14.3 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 14.4 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.
- 14.5 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 14.6 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.
- 14.7 The successful tenderers should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 14.8 No deviations to the tender condition will normally be accepted.



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Annexure- 5

GENERAL TERMS & CONDITIONS

1. The tenderers shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
2. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

3. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

3.1 To get the work/services done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work/services as stipulated in the contract, poor quality of work/services, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work/services without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.

3.2 To withdraw any portion of work/services and/ or to restrict/alter quantum of work/services as indicated in the contract during the progress of work/services and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments.

3.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work/services done through other agencies in addition to liquidated damages in the event of:

- i. Contractor's continued poor progress.
- ii. Withdrawal from or abandonment of the work/services before expiry of rate contract.
- iii. Corrupt act of the contractor.
- iv. Insolvency of the contractor.
- v. Persistent disregard of the instructions of BHEL.
- vi. Assignment, transfer, subletting of the contract work/services without BHEL's written permission.



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vii. Non- fulfillment of any contractual obligations

- 3.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 3.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads. In case of termination of contract by contractor, and to levy liquidated damages for delay in completion of work/services, penalty as per clause 8 of Annexure-1.
- 3.6 To determine the Contract or to restrict the quantum of work/services and pay for the portion of work/services done in case BHEL's contract with its customer is terminated for any reason.
- 3.7 To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 3.8 To restrict or increase the quantity and nature of work/services to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 3.9 To deploy BHEL's skilled and semiskilled work/servicemen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 3.10 While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work/services due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- 3.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

4. CONSEQUENCES OF CANCELLATION

- 4.1 Whenever BHEL exercise its authority to terminate the contract /withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of penalty as per relevant clauses.
- 4.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion is to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and /or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.



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5. INSURANCE

- 5.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work. The work will be shall also insure his staff against accidents. Documentary evidence of insurance policy to the submitted to BHEL.
- 5.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 5.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

6. ARBITRATION

- 6.1 Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

7. The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause 14 (i) hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.



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Annexure-6

Contract for Photography, Videography & Memento Services

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

Signature of the bidder

With Company Seal

Name:

Company's Name:

Address:

Date:

[Handwritten Signature]



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Annexure- 7

Tender Enquiry Ref. No. MG/RR/PUR/009 Dated: 16.07.2016

HRDI, NOIDA

Contract for Photography, Videography & Memento Services (Mugs)

Price Format:

HRDI, BHEL Noida is a Training Centre wherein Training Programmes are conducted which can be of any duration (Minimum Half day & Maximum 13 days).

Average Number of Programmes (including Meetings etc) in Two years- 130

Average Number of Participants in each programme- 25

Price Format is placed below:

S l. No.	Type of Work	Description of Work	Time Frame for Submission to HRDI	Quantity (Average for One Programm e) Approx	Quantit y (For Two Years) Approx	Unit	Price (All Inclusive) (Unit Rate)	Total Cost for Two Years (i.e Price X Quantity for two years) All inclusive
1	Photography	Digital Group Photos of dimension- 6" x 8" with: 1. Header < BHEL Logo & Programme Name>, 2. Footer <Participants' Names> Printed on Glossy paper And Soft copy to be provided to HRDI (Sample at Annexure-i)	At Least one Day prior to the Last day of the Programme OR As desired by Programme Team at HRDI	25 Photos in each Programme	3250 Photos	Cost per photo		

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2	Photography	Visit during the Programme for Photography upto 4 hours- with soft copy to be provided in a CD/Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	1.25 times per programme (i.e. during the programme inauguration & as when called by the programme team)	163 (times)	Visiting Charges per visit		
3	Memento Services (Mugs)	Mugs with Digitally Printed photograph along with: Header < BHEL Logo & Programme Name>, (Coffee Mug with External Diameter- 8cm, Internal Diameter- 7.5cm) (Sample at Annexure-ii)	At Least one Day prior to the Last day of the Programme OR As desired by Programme Team at HRDI	28 mugs in each Programme	3640 Mugs	Cost per Mug		
4	Video graphy	Half Day (upto 4 hrs) Video Coverage during the Programme with soft copy to be provided in a Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	0.1 times per programme	13 (times)	Visiting Charges per visit		
5	Video graphy	Full day (4 to 8 Hrs) Video Coverage during the Programme with soft copy to be provided in a Pendrive/DVD to HRDI.	Just after the Visit OR As desired by Programme Team at HRDI	0.05 times per programme	7 (times)	Visiting Charges per visit		
GRAND TOTAL (All Inclusive for Two years)								

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Annexure- 8

Terms & Conditions of Reverse Auction:

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and



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assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse



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Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Bill. H



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Annexure-i



Rishi

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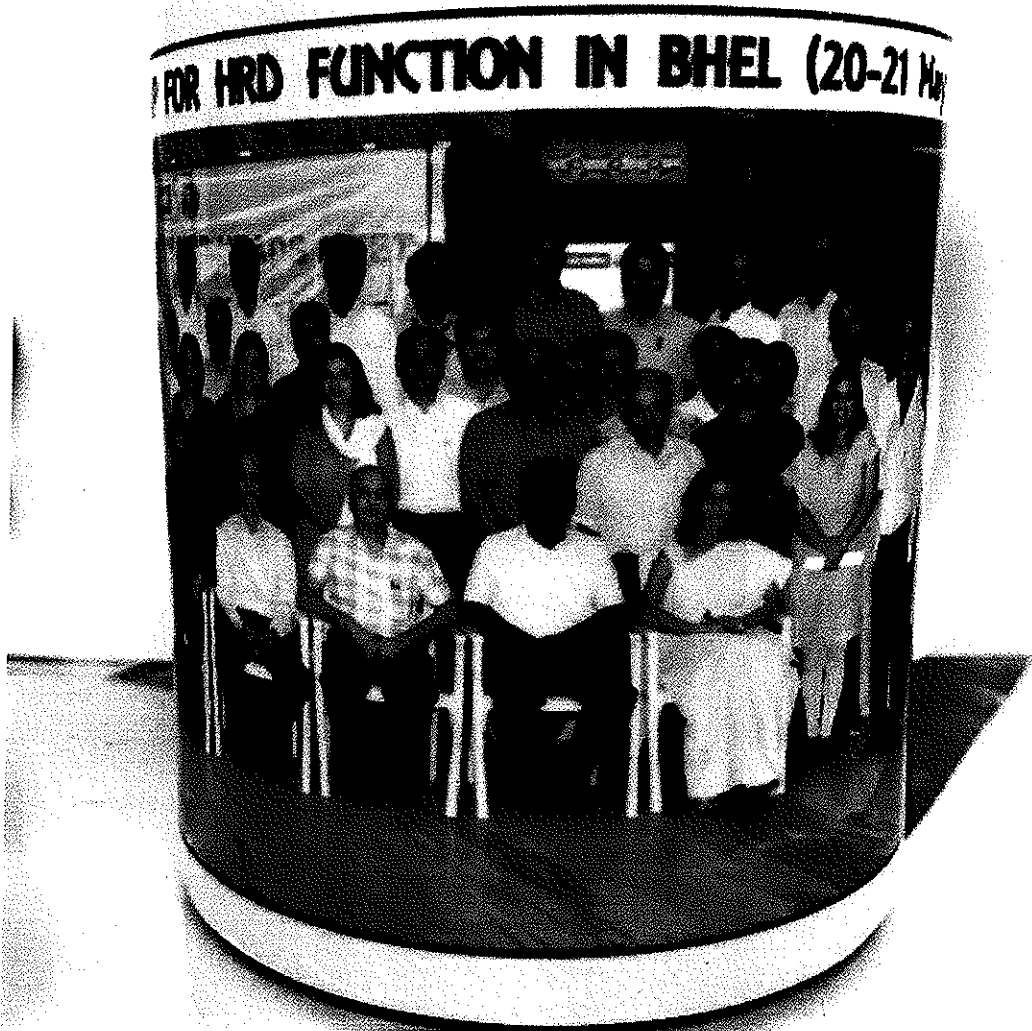
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Annexure-ii



Pl. A. J.

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Rishi

22/22