

Bid Document

Bid Details	
Bid End Date/Time	19-01-2023 15:00:00
Bid Opening Date/Time	19-01-2023 15:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10140027-hbbp Trichy
Item Category	Advertisement Service - Newspaper - Tender Notices Advertisement; Any inside page of main page; Dinathanthi; Tamil; Bengaluru; Black and White; Normal Rates
Contract Period	2 Month(s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Advertisement Service - Newspaper - Tender Notices Advertisement; Any Inside Page Of Main Page; Dinathanthi; Tamil; Bengaluru; Black And White; Normal Rates (48)

Technical Specifications

Specification	Values
Core	
Type of Advertisement	Tender Notices Advertisement
Advertisement Position	Any inside page of main page
Names of Newspaper	Dinathanthi
Language	Tamil
Edition	Bengaluru
Colour	Black and White
Rate offering	Normal Rates
Addon(s)	

Specification	Values
Additional Details	
Tentative Range of Delivery date/Specific date for advertisement	27.01.2023

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Advertisement size in sq cm/Number of words in case of classified text type ad	Additional Requirement
1	Balaji Chandiramohan	620014, MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14	48	Number of days for which advertisement is required : 1

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1. Bidder shall submit the following documents along with their bid:

- Copy of PAN Card.
- Copy of GSTIN.
- If MSE (Micro and Small Enterprises only) vendor, copy of UDYAM certificate.

2. Bidder shall sign, stamp and upload all the attachments uploaded along with the bid.

3. Bidder shall submit required documents as per Experience & other attachments uploaded along with the bid.

4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any

responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

5. Purchase Preference (Centre)

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Scope for Advertisement Service-Newspaper (GeM)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

The approved advertisement content is to be published as per the following specification:

BILL OF QUANTITY

1. Newspaper Package/Edition: DINATHANTHI (Bengaluru Editions)
Content Language: English
Approx. Size of the Advertisement: 48 Square Centimetre [8 cm (W) x 6 cm (H)]
Unit: Square Centimetre
No. of Advertisements: 1

SCOPE OF WORK:

1. Agency shall undertake and provide the following services for the jobs entrusted by BHEL Tiruchirappalli. Coordination, creation, preparation and placement of advertising material in the newspapers/journals, in the approved size and at the rate finalized by BHEL.
2. Upon specific request made in writing by BHEL Tiruchirappalli, the agency shall book space, material, etc., on behalf of BHEL Tiruchirappalli in respect of any services specified in above clause-1, at the minimum rates consistent with position, issues, quality required.
3. Agency shall submit its complete bills (GST invoice) along with voucher copies of publications, on completion of job as per each Release Order (RO).
4. Agency shall not divulge any information to third parties without written permission of authorized officials of BHEL Tiruchirappalli.
5. Advertisement matter sent through e-mail/fax or by post should be designed and released in the required newspapers/journals on the days specified by BHEL, failing which penalty will be levied and amount will be recovered as per the GeM terms & conditions as per the extant policy
6. Approved text/artwork of the ad is to be released in approved space/size in a box with double-line border and rounded corners, using BHEL standard masthead, in the publication(s) / edition(s).
7. Agency will be responsible for final proof-reading and verification of accuracy of contents including URLs of websites, NIT references on BHEL and Govt. websites, etc.
8. Agency is fully responsible for ensuring that there are no errors/discrepancies in punctuation, spelling, website URLs, NIT references on BHEL and Govt. websites, etc., in the published advertisement and will be required to make good any lapses by arranging for a corrected make good/fresh release at no additional cost to BHEL.
9. Bill to be submitted in triplicate in strict compliance with the following check list: i. Release Order Reference Number and Date to be indicated.
 - I. Release Order Reference Number and Date to be indicated.

- II. Bill to carry abbreviated (3 letter) names of all individual edition(s) in brackets against each publication
- III. Applicable GST to be indicated separately.
- IV. Service Provider's GST Account Number to be indicated.
- V. Declaration to the effect that GST charged in this bill has been paid to the Government to be endorsed on bill.
- VI. Service Provider's PAN Number to be indicated.
- VII. Voucher copies of all edition(s) to be enclosed. Full-page tear-sheets may be submitted if names of individual editions are printed on the dateline of each tear-sheet, otherwise full copy (all pages as per masthead) of publication is to be submitted for each edition.
- VIII. BHEL advertisement to be clearly marked/highlighted on all voucher copies/tear-sheets.
- IX. Tear-sheets to be folded only once horizontally with BHEL ad on the outside and secured to the bill with strong twine ensuring that the full dateline (name of newspaper/publication, edition name, date of issue & page number) is clearly visible for each edition.
- X. Full Voucher Copy of the publication carrying BHEL advertisement is to be sent to us if the release order is for special edition/supplement/publication/souvenir.

10. Bills will be returned to agency for correction in the event of failure to comply with ANY of the above.

11. Successful service provider(s) should allow sufficient time of at least 24 hours, as per the GeM timeline, for approval from BHEL for the final advertisement proof i.e. service provider should provide the final advertisement proof at least 72 hours before publication to BHEL for approving the same. All efforts to be made by the service provider to allow sufficient time for approval by BHEL.

TECHNICAL TERMS AND CONDITIONS OF CONTRACT: (Applicable GeM terms & conditions to supersede BHEL conditions as per the extant policy.)

1. PENALTY-QUALITY If the final product / work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, penalty shall be imposed at a rate to be decided by BHEL. Agency shall be given reasonable opportunity to place their side before the penalty is applied.

2. LIQUIDATED DAMAGES-DELAY (Applicable GeM terms & conditions to supersede BHEL conditions as per the extant policy.)

Since the jobs involving publishing of advertisements are time bound, in case of delay/non-completion of the job in time will attract penalty/ Liquidated damages provisions as per the terms and conditions. BHEL shall levy and recover from the agency penalty at the rate of 0.5 per cent per week subject to a maximum of 5% of the work order value. In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition (card rate of the respective edition), penalty @ 5% of the total R.O. value shall be imposed on the selected agency. No penalty, however, shall be leviable in the event of delays arising out of the circumstances totally beyond the control of the Agency e.g. riots, strikes, natural calamities, etc.

3. RISK PURCHASE: a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculated as follows

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

4. TERMS OF PAYMENT

- Full payment shall be released within Forty-Five days from the date of certification of bills after successful completion of the work as per work order. While making the payment, statutory deductions as applicable, shall be made by BHEL. BHEL reserves the right to make payment through E-mode.
- It is mandatory to comply with all taxes applicable for the required services. The price should be inclusive of all taxes, duties and levies except GST. However, the amount towards GST would be Reimbursed separately on actual, if applicable.
- The advertising agency must have registration under all 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. Period of Contract: Two months from the date of award of contract.