

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

Tender Document for Empanelment of Advertising Agencies

Tender Enquiry No.: CC/ADEM/01/2023-24 dated 18.04.2023

Issued by: Corporate Communication, BHEL BHEL House, Siri Fort, New Delhi - 110049

NOTE: The entire bid document along with relevant supporting sheets should be properly spiral bound, indexed and all the pages should be duly numbered. No loose / separate sheets shall be accepted. Information / extra booklets / brochures / Agency Profiles / Agency's own Annual Reports which are not asked for SHOULD NOT be submitted

संख्यद सलाहुदीन / Sayed Salahuddin चप प्रबंधक / Deputy Manager कॉपॉरेट अंचार / Corporate Communication भारत हेवी इलेक्ट्रिकला लिगिटेड / Bharat Heavy Electricals Limited बी.एस.ई.एल हाजस, जीरी कोर्ट / BHEL House, Sin Fort नई दिल्ली—110049 / New Delhi-110049

#### NOTICE INVITING TENDER

To handle various image building, advertising and miscellaneous PR activities for all BHEL offices (country-wide), sealed offers under two part bid system are invited from Indian, technically competent, experienced and financially sound advertising agencies (meeting Qualification Requirements criteria as per clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) for empanelment

The shortlisted agencies shall subsequently enter into separate rate contract with BHEL for various activities as listed in the Scope of Work (Annexure II of the tender enquiry).

The duration of empanelment and rate contract shall be for a period of two years. BHEL reserves the right to short-close the rate contract.

The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix will be by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the lowest bidder.

Following points relevant to the tender may please be noted and complied with:

#### 1.0 Salient features of NIT

SI. No.	ISSUE	DESCRIPTION
i	Tender No.	CC/ADEM/01/2023-24
ii.	Name of Work	Tender for Empanelment of Advertising Agencies
III.	Earnest Money Deposit (EMD)	Rs 2,00,000/- (Two Lakh only) - (Offers received without EMD will be rejected except in case of MSE registered bidders who have to submit self-attested copy of Udyam Certificate)
iv.	Submission/ Receipt of tenders	Upto 10:00 hrs on 01.05.2023 at Corporate Communication, BHEL, BHEL House, Siri Fort, New Delhi – 110049
V.	Opening of Tender	At 11:00 hrs on 01.05.2023 at Corporate Communication, BHEL, BHEL House, Siri Fort, New Delhi – 110049
vi.	Last Date of seeking clarification(s)	In writing, at least 1 day ahead of the date of submission of bids at the address of the undersigned.
vii.	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's website ( <a href="https://eprocure.gov.in">www.bhel.com</a> ) & <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> . Bidders to keep themselves updated with all such information.

#### 2.0 Terms and Conditions

- 2.1 Interested agencies (meeting QR criteria as per Clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) may download the tender from BHEL's website - www.bhel.com or https://eprocure.gov.in
- Obtaining the tender document through BHEL website OR from any other source 2.2 should not be construed that the bidder is considered qualified.
- 2.3 The bidding document is non-transferable.
- 2.4 The tender document shall not be sent by post by BHEL.
- Bids/ offers may be sent by post/ courier to the office of tender submission authority 2.5 namely General Manager, Corporate Communication, BHEL, BHEL House,

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सय्यद सलाह्दीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉपॉरेट संचार / Corporate Communication भारत हेवी इलेक्ट्रिकल्स तिमिटेड / Bharat Heavy Electricals Limited बी.एव.ई.एल हाउस, सीरी फोर्ट / BHEL House, Sin Fort नई दिल्ली-110049 / New Delhi-110049

Siri Fort, New Delhi - 110049. However, BHEL accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received incomplete/ late are liable for rejection.

2.6 Your offer shall be accompanied with EMD of Rs. 2,00,000/- (Offer received without EMD will be rejected except in case of MSE registered bidders). MSE

bidders have to submit a self-attested copy of Udyam Certificate.

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 (EMD) will only be read out and no other information/ details whatsoever will be read out.

2.8 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 only

2.9 The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the

lowest bidder, in the tender enquiry.

2.10 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.

2.11 The entire bid document along with relevant support sheets should be properly spiral bound, indexed and all the pages should be duly numbered.

No loose / separate sheets shall be accepted. Information / extra booklets / brochures / Agency Profiles / Agency's own Annual Reports which are not asked for SHOULD NOT be submitted.

2.12 In case any agency refuses to carry out any work at the agreed rates in the rate contract, irrespective of the reason (except in case of Force Majeure as detailed in Clause No. 11.0 of Annexure IV – General Terms & Conditions), BHEL shall have

the right to de-panel such an agency.

For & On behalf of Bharat Heavy Electricals Limited

> Sayed Salahuddin Dy. Manager (CC)

स्टयद सलाहुदीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉपॉरेट संचार / Corporate Communication भारत हेवी इतेब्द्रिकल्स तिमिटेड / Bharat Heavy Electricals Limited बी.एच.ई.एत हाउस, सीरी फोर्ट / BHEL House, Sin Fort नई दिल्ली—110049 / New Delhi-110049

Date: 18.04.2023 Enclosures:

Annexure- I : BHEL's Corporate Profile

Annexure- II : Scope of Work for Advertising agencies
Annexure- III : Special Terms & Conditions (includes QR)

Annexure- IV : General Terms & Conditions

Annexure- V : Price Proforma

Annexure- VI : No Deviation Certificate Annexure- VII : Submission of Offers

Annexure- VIII : Checklist

Annexure- IX : NEFT Details Format
Annexure X : Make in India Declaration

## **BHEL'S CORPORATE PROFILE**

BHEL is India's largest engineering and manufacturing enterprise in the energy and infrastructure sectors. Established in 1964, we are a leading power equipment manufacturer globally and one of the earliest and leading contributors towards building an Aatmanirbhar Bharat.

We serve our customers with a comprehensive portfolio of products, systems and services in the areas of power-thermal, hydro, gas, nuclear & solar PV; transmission; transportation; defence & aerospace; oil & gas and new areas like BESS and EV chargers. Right from developing country's power generation capacity to creating multiple capabilities in country's core industrial & strategic sectors, BHEL is deeply aligned to the vision of a self-reliant India. Consistent expenditure of more than 2.5% of its turnover on R&D and innovation; establishment of world-class manufacturing assets, development and absorption of new technologies; and creating sustainable business solutions and initiatives in skilling youth, promoting health & hygiene, education, cleanliness and environment protection, stand a testimony to our commitment to contribute not just to our business interests, but also to society at large.

#### SCOPE OF WORK

The broad scope of work for the agencies to be empanelled with BHEL to handle various image building, advertising and miscellaneous PR activities for all BHEL offices (countrywide) is defined below:

- Design, artwork, creation, preparation, and placement of all types of advertisements (both Digital, Print, Electronic, Outdoor, etc) in all the media including newspapers, magazines, films, TV, Radio, outdoor, etc.
- Design, artwork, creation, preparation, of all types of Creatives, any other designs including for social media and their adaption to different sizes
- Translation in Indian and Foreign Languages.
- Artwork, Composing, Design, Visualisation, preparing of dummy, etc. of Brochures (Corporate/Product), Coffee Table Books, Catalogues, Manuals, Annual Reports, Books, Leaflet, Pamphlets, Folders, Management Messages, other Printed Material leading to high visibility content for brand building of the company, etc. in English, Hindi and other languages.
- Design and Visualisation of Calendars including print-ready file on email and supervision of printing, if required.
- Making/ Updating of Film including concept, treatment, script, shoot in Full HD/4K
- Design of exhibition stalls including layouts, drawings on professional software, design & detailing for each surface/poster, copy-writing, specifications for each item as per design and estimated cost for budgetary purposes, printing of posters/ panels/ translites/ vinyl cut etc.
- Designing of Posters
- Hiring of Octonorm Systems
- Printing of High Quality Flex
- Supervision of Printing and Publishing Jobs
- Industrial Photography
- Creation of 2D and 3D animations
- Public Relations activities involving Media Relations within the country
- Designing, Artwork, Composing for Newsletters/In-House Journals
- Any other work related to the above but not specifically defined, may also form part
  of the scope as per requirement.

Note: The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the lowest bidder.

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#### SPECIAL TERMS AND CONDITIONS

#### 1.0 ELIGIBILITY CONDITIONS/ QUALIFICATION REQUIREMENTS

Offers shall be considered only from Indian, technically competent, experienced agencies who meet the following QUALIFICATION REQUIREMENTS:

S.No.	Parameter/Criteria/Requirement	Minimum Requirement	Documents required in support
İ	INS Accreditation	Accreditation with Indian Newspaper Society (INS) valid on the date of publication of this tender.	Self-Certification confirming accreditation with INS valid on the date of publication of this tender.  Note: Please note that BHEL shall confirm the
			accreditation status of the agencies from INS, before opening Price Bids. Those whose submissions are not found in line with QR, their Price Bids will not be opened and they shall stand disqualified.
ii	Central Bureau of Communication [(CBC) – erstwhile BOC/DAVP] accreditation/empanelment	Agency should be empanelled with Central Bureau of Communication – CBC (erstwhile BOC/DAVP) as on date of publication of this tender	Self-certification on agency's letterhead certifying empanelment with CBC (erstwhile BOC/DAVP) as on the date of publication of this tender.
			Note: Please note that BHEL shall confirm the accreditation/empanelment status of the agencies from CBC, before opening Price Bids. Those whose submissions are not found in line with QR, their Price Bids will not be opened and they shall stand disqualified.

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mentioned in the note in the previous column – S No. III), valid on the date of submission of bid.  At-least five Release Orders/Work Orders (as per break-up below and of organizations mentioned in the previous column) in the last five years (Commencing from 1st March 2018 to 28th February 2023) for:  B) Release Orders/Work Orders issued in the last 5 years (beginning from 1st March 2018 to 28th February 2023) for:  1) Print advertisements (Display OR Financial OR Chairman Speech) designed and released in the print media  (The advts which will be considered are as stated above; recruitment ads, notices, tenders, or any other type of advt will not be considered).  2) Designing of Brochures/News  three different organization (as mentioned in the note to Column No. 1 of S No. III) valid as on the date of publication of the tender.  2) Copy of Latest Work Orders/Release Order for each work Orders/Release Order for each work orders, as per break-up below and of organizations mentioned in the previous column) in the last five years (Commencing from 1st March 2018 to 28th February 2023)  (I) Print Ads – One				
different organizations as specified in the note below:    Empanelment from minimum three different organizations (as mentioned in the note in the previous column – S No. III), valid on the date of submission of bid.    At-least five Release Orders/Work Orders (as per break-up below and of organizations mentioned in the previous column) in the previous column in th	iii	Empanelment and Release Order/V	Vork Orders	
At-least five Release Orders/Work Orders (as per break-up below and of organizations mentioned in the previous column) in the last five years (Commencing from 1st March 2018 to 28th February 2023)  B) Release Orders/Work Orders issued in the last 5 years (beginning from 1st March 2018 to 28th February 2023)  (The advertisements (Display OR Financial OR Chairman Speech) designed and released in the print media  (The advts which will be considered are as stated above; recruitment ads, notices, tenders, or any other type of advt will not be considered).  2) Designing of Brochures/News Letters/ E-Newsletter / Folder / Leaflet /Flyer / Pamphlet / Magazine/any other publication except Annual Report  At-least five Release Orders/Work Orders (print advertisement Work Orders, Colour Printout (A4 size) of the Creative/Advertisement published has to be submitted.  Also for each W Order/Release Order, W Completion Certificate to be submitted.  Also for each W Order/Release Order for each work.  (Colour Printout (A4 size) of the Creative/Advertisement published has to be submitted.  Also for each W Order/Release Order, W Completion Certificate to be submitted.  Note: BHEL may verify the concerned in case each work complete certificate and in case discrepancies are for their Price Bids will not opened and they s stand disqualified.		different organizations as specified	Empanelment from minimum three different organizations (as mentioned in the note in the previous column – S No. III), valid on the date	Empanelment/ Empanelment Agreement (of three different organizations (as mentioned in the note in Column No.1 of S No. III) valid as on the date of
Speech) designed and released in the print media  (The advts which will be considered are as stated above; recruitment ads, notices, tenders, or any other type of advt will not be considered).  2) Designing of Brochures/News Letters/ E-Newsletter / Folder / Leaflet /Flyer / Pamphlet / Magazine/any other publication except Annual Report  (2) Brochures/News Letters/ E-Newsletter /Folder/Leaflet/Flyer/ Pamphlet/Magazine/any other publication (except Annual Report)— One		issued in the last 5 years (beginning from 1st March 2018 to 28th February 2023) for: 1) Print advertisements (Display	Orders/Work Orders (as per break-up below and of organizations mentioned in the previous column) in the last five years (Commencing from 1st March 2018 to 28th February 2023)	Order/Release Order for each work.  For Print Advertisement Work Orders, Colour Printout (A4 size) of the Creative/Advertisement published has to be submitted.  Also for each Worder/Release Order, Worder/Release Order/Release Order/Re
2) Designing of Brochures/News Letters/ E-Newsletter / Folder / Leaflet /Flyer / Pamphlet / Magazine/any other publication except Annual Report  (2) Brochures/News Letters/ E-Newsletter /Folder/Leaflet/Flyer/ Pamphlet/Magazine/any other publication (except Annual Report)— One		Speech) designed and released in the print media  (The advts which will be considered are as stated above; recruitment ads, notices, tenders, or any other		(Name, Phone No, Email) the issuing authority  Note: BHEL may verify wi the concerned in case each work completion
3) Designing of Annual Reports (3) Annual Report – One		2) Designing of Brochures/News Letters/ E-Newsletter / Folder / Leaflet /Flyer / Pamphlet / Magazine/any other publication	Letters/ E-Newsletter /Folder/Leaflet/Flyer/ Pamphlet/Magazine/any other publication (except	discrepancies are foun their Price Bids will not be opened and they sha
		3) Designing of Annual Reports	(3) Annual Report – One	

	(4) Production of Corporate Film/Film/Audio Visual/TVC of any duration  5) Making of Exhibition Design OR Organising/Execution of Exhibition  Note: The work orders for above mentioned five categories and Empanelment Letters from three different organizations shall only be from PSUs /Central Govt./State Govt./Ministry/Autonomous Bodies/Statutory Bodies/ Listed Companies/Govt. In case, of work order/Release Order/ Empanelment Letter is from any other organization/body, the same will not be accepted.	(4) Corporate Film/Film/Audio Visual/TVC of any duration – One  (5) Exhibition Design OR Organising / Execution of Exhibition – One	
iv	Software All agencies should possess the latest version of the following software:  1. Corel Draw 2. InDesign 3. Adobe Illustrator 4. Adobe Photoshop 5. Adobe Acrobat Professional	Latest version of the following software:  1. Corel Draw 2. InDesign 3. Adobe Illustrator 4. Adobe Photoshop 5. Adobe Acrobat Professional	Self-certified copy of License of all the softwares mentioned in the previous column have to be submitted as proof.  Note: BHEL has the right to verify the software mentioned here and in case any discrepancies are found, their Price Bids will not be opened and they shall stand disqualified.

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## 2.0 IMPORTANT CONDITIONS

2.1 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.

# 3.0 EVALUATION OF TENDER AND AWARD OF WORK:

BHEL will constitute a committee for both techno-commercial evaluation of the bids and price bids opening and matching of L1 rates. This committee will evaluate the bids and shortlist agencies for empanelment with BHEL based on agencies meeting QR Criteria.

The process of evaluation is detailed hereunder:

## 3.1 Techno-Commercial Evaluation

3.1.1 A committee to open techno-commercial bids submitted by agencies and screen-shortlist agencies based on the company's qualification requirements (QR- Annexure III) indicated in the tender.

3.1.2 The committee will verify the accreditation status/empanelment status of the agencies meeting QR from Indian Newspaper Society (INS) and Central Bureau of Communication (CBC - erstwhile BOC/DAVP), before opening Price Bids.

## 3.2 Price Evaluation

- 3.2.1 The committee will open price bids of all the agencies meeting QR as notified in the tender enquiry.
- 3.2.2 The committee will then counter-offer the lowest rates received from any of the shortlisted agencies for all individual items in the Price Bid Format to all the agencies for their acceptance. In case of refusal to match these rates by any agency, their bid shall be rejected. In case, any agency refuse to match even a single individual item rate or agrees to match some item rates and reject some rates, their bids shall be rejected.

# 4.0 DURATION OF EMPANELMENT AND RATE CONTRACT

4.1 Empanelment for a period of two years would be done with the short-listed agencies selected as per the process detailed in 3.0 above. BHEL shall enter into a rate contract with these selected agencies (on rates as finalized in the Price Evaluation above) for a period of two years. BHEL reserves the right to short-close the rate contract.

#### 5.0 QUERIES OF BIDDERS

5.1 Bidder(s) are required to send their queries, if any, in writing at least 1 day ahead of the date of submission of bids.

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सम्यद सलाहुदीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉर्पोरेट संचार / Corporate Communication भारत हेरी इलेक्ट्रिक्ट तिमिटेड / Bharat Heavy Electricals Limited

बी एच ई एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

## 6.0 EXPENSES TO BE BORNE BY BIDDERS

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

#### 7.0 CONTRACT AGREEMENT

7.1 The successful bidder shall be required to execute a contract agreement with BHEL (proforma to be shared with short-listed agencies later) on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) to be purchased within 7 days from the date of intimation by BHEL. The cost of stamp paper shall be borne by successful Bidder.

7.2 BHEL reserves the right to amend the terms & conditions of contract after

mutual discussions and shall only be in writing.

#### 8.0 PENALTY- QUALITY

8.1 If the final product/work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, a minimum penalty @10% of the Work Order value shall be imposed. BHEL reserves the right to impose penalty which may be more than 10% of the work order value. Agency shall be given reasonable opportunity to place their side before the penalty is applied.

#### 9.0 LIQUIDATED DAMAGES - DELAY

9.1 Since the jobs involving publishing of advertisements are time bound, in case of delay/non-completion of the job in time, BHEL may suspend the empanelment with the concerned agency with immediate effect and start proceedings for termination of the contract as per clause no. 19.0 of General Terms and Conditions (Annexure IV) of the tender enquiry.

9.2 BHEL shall levy and recover by way of adjustment from the pending bills or the Agency penalty at the rate of 0.5 per cent per week subject to a maximum of 10% of the 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 (rate of the respective edition), penalty @ 10% of the total R.O. value shall be imposed on the selected agency.

#### 10.0 PERIODIC REVIEW

10.1 The performance of the empanelled agencies shall be reviewed regularly, on the basis of reports received from the user departments. Further continuation in the panel, thereafter, shall depend upon the satisfactory performance.

#### 11.0 OTHER IMPORTANT CONDITIONS

11.1 The ownership of the creatives of the selected advertising agencies will at all times vests with BHEL and the advertising agencies will have no proprietary or other rights in respect of the same

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- 11.2 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.
- 11.3 Bidding document is not transferable. Bidding document once issued shall not be transferable in any other name.
- The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of Limited Tender Enquiry among all the empanelled advertising agencies (as per notified Scope of Work) and award of work to the lowest bidder.

## **GENERAL TERMS AND CONDITIONS**

#### 1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (refer Annexure VIII).
- 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.
- 1.3 The entire bid document along with relevant support sheets should be properly spiral bound, indexed and all the pages should be duly numbered.

  No loose / separate sheets shall be accepted. Information / extra booklets / brochures / Agency Profiles / Agency's own Annual Reports which are not asked for SHOULD NOT be submitted

## 2.0 EARNEST MONEY DEPOSIT (EMD)

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Each tenderer, participating in the subject has to deposit EMD of Rs. Two Lakh.

#### Modes of deposit of EMD:

The EMD may be accepted only in the following forms:

- (i) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) payable at New Delhi.
- (ii) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (iii) Electronic Fund Transfer credited in BHEL account (before tender opening). BHEL Account Details placed below:
  BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED BANK NAME: KOTAK MAHINDRA BANK
  CA NO.: 9011196535 (CURRENT ACCOUNT)

BRANCH CODE: 000172 MICR: 110485003 IFSC: KKBK0000172

PAN: AAACB4146P

- (iv) EMD can also be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Agency, a/c BHEL).
- (v) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid. Also, if less than required EMD is submitted, the bid shall not be considered for further evaluation.

Please Note: Offers received without EMD shall be rejected except in case of MSEs. EMD shall be exempted for MSE Registered bidders provided they submit a self-attested copy of Udyam Certificate along with Technocommercial offer, otherwise, their bid shall not be accepted.

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2.2 EMD shall not carry any interest.

# 2.3 EMD shall be forfeited in the following cases:

- (a) If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price or makes any other modification in his tender which is not acceptable to BHEL.
- (b) The tenderer fails to deposit the required Security Deposit or commence the work within the specified period as per the LOI/Contract.
- 2.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

# 2.5 Refund of EMD of the bidders shall be as follows:

- a) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- b) EMD of the successful tenderer will be retained as part of the Security Deposit.

#### 3.0 PRICE

- 3.1 Price quoted should be firm and valid for duration of empanelment.
- 3.2 Price to be given in either words or figures without any correction/ overwriting for each item. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and the corrected amount calculated by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Decision of BHEL in this regard will be final. The bidders are required to quote essentially for the entire scope of work.
- Price to be filled-in strictly as per the Price Proforma enclosed as Annexure-V. Change in Proforma is not allowed. No remarks/ Notes/ Deviations/ Conditions are to be filled in Price Profroma. Only values are required to be filled.
- 3.4 The price quoted should be inclusive of all dutie, duties and levies excluding GST.
- 3.5 Offers not fulfilling any of the above conditions are liable to be rejected.

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स्प प्रवसक / Depthy Manager कॉर्पोरेट संचार / Corporate Communication भारत हेवी इलेक्ट्रकरत लिक्टिंड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

#### 4.0 VALIDITY OF OFFER

The offers of parties shall be valid for a period of six months from the date of opening of Part-I bid and three months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

#### 5.0 TAXES

- 5.1 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.
- The 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.
- 5.3 To enable BHEL to avail GST Input tax credit, contractor shall submit GST complaint Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- In case GST credit is delayed/denied to BHEL or subsequently recovered form BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated above.
- Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered form contractor.
- The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement work order.

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#### SECURITY DEPOSIT (SD)/ PERFORMANCE GUARANTEE 6.0

6.1 The successful agencies shall be required to furnish security deposit / Performance Guarantee of Rs. 2 Lakh within 7 days from the date of intimation by BHEL by way of "Performance Bank Guarantee" in favour of BHEL. Bidders to note that Security Deposit / Performance Guarantee carry no interest. Security deposit shall be forfeited / Bank Guarantee encashed in case of non-fulfillment of conditions of the contract/delay.

#### 7.0 PRICE ESCALATION CLAUSE

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

#### **TERMS OF PAYMENT** 8.0

8.1 Separate work orders shall be placed for each work.

Full payment shall be released within sixty days from the date of receipt of 8.2 bills after successful completion of the work as per work order.

While making the payment, statutory deductions as applicable, shall be 8.3

made by BHEL.

BHEL reserves the right to make payment through E-mode. Successful 8.4 advertising agency shall be required to furnish the following information upon selection on its letter head as per Annexure IX

#### 9.0 LATEST UPDATES

All corrigenda, addenda, amendments, time extensions, correspondences, 9.1 clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and http://eprocure.gov.in) only. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

#### 10.0 **RISK PURCHASE**

10.1 In the event the bidder has failed to deliver or dispatch whole of the goods/services or any part within the time stipulated, BHEL may purchase/arrange it from elsewhere at the risk and the cost of the seller. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clauses no. 8.0 & 9.0 mentioned above (Annexure III)

10.2 If the bidder fails to deliver good/services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses or is unable to supply goods or materials or services covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the

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order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

#### 11.0 FORCE MAJEURE

11.1 The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable COMPANY for any damages, losses or liabilities as result thereof.

#### 12 ARBITRATION

- In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- 12.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.



## 13 EFFECT AND JURISDICTION OF CONTRACT

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.

## 14 BHEL's FRAUD PREVENTION POLICY

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

#### 15 CONFIDENTIALITY

15.1 All the material sent to the agencies shall be treated as confidential and should not be disclosed in any manner to any unauthorised person under any circumstances.

## 16.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 16.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty and confidentiality clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure VI.
- Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure VI 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.

#### 17.0 INCOMPLETE TENDERS

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

#### 18.0 CANCEL/SCRAP OF TENDER

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

## 19.0 CONTRACT/ EMPANELMENT TERMINATION

- 19.1 BHEL reserves the right to terminate the contract /empanelment any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.
- 19.2 The process of termination shall involve evaluation of the performance, facts and circumstances by a BHEL committee. The proceedings shall be

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- done in a transparent manner and the agency shall be given a reasonable opportunity, to the extent possible, to put forth his views and defend himself.
- 19.3 In case of termination of the contract/empanelment, the concerned agency/partner/director of the firm shall not be eligible to get themselves registered/empanelled under different company name/firm name across BHEL.
- 19.4 The Security Deposit / Performance Guarantee shall be forfeited / encashed if the contract/empanelment is terminated.
- 19.5 Once the contract is terminated, the agency will not be eligible for empanelment for a period of two years, beyond which this may be reviewed.

# 20.0 PROVISIONS FOR MSEs AND START-UP

20.1 MSE Registered bidders shall be exempted from EMD provided they submit a self-attested copy of Udyam certificate. No other exemption or benefit shall be given to MSEs. Start-ups will not be given any exemption or benefit and they will have to meet the tender terms & conditions.

#### 21.0 PROVISIONS FOR 'MAKE IN INDIA'

- 21.1 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 06.09.2022 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. All the bidding agencies have to submit a self-undertaking as per Annexure X.
- 22.0 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <a href="https://www.bhel.com">www.bhel.com</a>.

Integrity commitment, performance of the contract and punitive action thereof:

#### Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

## Commitment by Bidder/ Supplier/ Contractor:

The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence

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संय्यद सलाहुदीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉर्पोरेट शंचार / Corporate Communication भारत हेवी इतेब्द्रिकल्स विभिटेड / Bharat Heavy Electricals Limited बी.एच.ई.एस हाउस, शीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049 punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/supplier/contractor will perform/ execute the contract as per the contract terms and conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on http://www.bhel.com and/or under applicable legal provisions".

#### 23.0 AUTHORISED OFFICER

23.1 Head, 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.

#### 24.0 CONTACT PERSONS

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

Sh. Rohit Inder Singh – AGM (CC) Tel.: 011-66337374, email: ccris@bhel.in

Sh. Sayed Salahuddin – Dy. Manager (CC) Tel.: 011-66337379, email: <a href="mailto:sayed@bhel.in">sayed@bhel.in</a>

Ms. Jaya Mitra - Dy. Manager (CC)

Tel.: 011-66337363, email: jayamitra@bhel.in



## **ANNEXURE V**

# PRICE PROFORMA

S.NO.	WORK DESCRIPTION	UNIT/REMARKS	AMOUNT (ALL- INCLUSIVE EXCLUDING GST)
	CREATIVES		
1	DESIGN AND ARTWORK FOR ADVERTISMENTS with artwork, visuals and copy irrespective of the size, colour, media, etc.  The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill by the agency. However, all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.	Lumpsum in Rs. per accepted design	
2	Design adaptation of the creative <u>already made</u> to suit a particular size (irrespective of the size, colour or media)	Lumpsum in Rs. per design per size	
3	Colour Printout of any creative/s or publications, posters, reports, messages or any other design (A-3 size)	Lumpsum in Rs. per page	
4	Colour Printout of any creative/s or publications, posters, reports, messages or any other design (A-4 size)	Lumpsum in Rs. per page	
	TRANSLATION		
5	Translation in any Indian Language (including Hindi) - (Please quote single price only. <u>Kindly do not quote different prices for different languages</u> .)	Rs. Per word per language.	
6	Translation in any Foreign Language ( <u>Pls. quote single price only. Pls. do not quote different prices for different languages.</u> )	Rs. per English word per language	

#### **PUBLICATIONS**

#### DESIGNING FOR:

# BROCHURES, CATALOGUES, MANUALS, FLYERS, LEAFLETS, FOLDERS, PAMPHLETS, OTHER PUBLICATIONS IN ENGLISH, HINDI OR ANY OTHER LANGUAGE

- The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill by the party. However, all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.
- For any subsequent versions, no design charges would be applicable separately for the language version; only artwork charges per page would be payable.

7	Designing of Cover – Front and Back (Including Front Inside & Back Inside – 4 Pages) irrespective of no. of colors, language and size	Lumpsum in Rs Per accepted cover design
8	Designing of inside Pages with visuals (Note: chargeable only for designed pages where distinctly new concepts are visualised.)	Lumpsum in Rs. Per page
9	Designing of inside Pages with text only (except design charges for tables, charts, graphs and illustration)	Lumpsum in Rs. Per page

# Designing of Tables or Charts or Graphs or Illustrations (irrespective of number of colors

10	Tables	Lumpsum price
11	Charts	in Rs. Per Table
		Lumpsum price in Rs. Per Chart
12	Graphs	Lumpsum price
13	Illustrations	in Rs. Per Graph Lumpsum price
RTW	ORK AND COMPOSING FOR:	in Rs. Per Illustration

## ARTWORK AND COMPOSING FOR:

BROCHURES, CATALOGUES, MANUALS, FLYERS, LEAFLETS, FOLDERS, PAMPHLETS & OTHER PUBLICATIONS IN ENGLISH, HINDI OR ANY OTHER LANGUAGE

Artwork and composing charges in any Indian Language	
(including English) per page:	is required, the
5 and page.	charges for making the dummy
	shall be paid extra as per S.No.3

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सय्यद रालाहुदीन / Sayed Salahuddin सप प्रवेधक / Deputy Manager कॉर्पोरेट संचार / Corporate Communication भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited बी एच ई एल हाउस, सीरी फोर्ट / BHEL House, Sin Fort नई दिल्ली-110049 / New Delhi-110049

4.4		OR 4. Charges for translation if any, shall be as per S.No.5
14	Run on matter	Lumpsum in Rs. Per page
15	Tabular	Lumpsum in Rs.
Artwo ( exclu	rk and composing charges in any foreign language uding English) per page including page proofs:	(Charges for translation, if any shall be extra as per S.No. 6)
16	Run on matter	Lumpsum in Rs. Per page
17	Tabular	Lumpsum in Rs. Per page
	MANAGEMENT MESSAGE	S
18	Designing, Artwork and Composing of Management Messages (Cover Page including Front & Back - 2 Pages)	Lumpsum in Rs.
19	Composing of every additional one page (one side) and multiples thereof	Lumpsum in Rs.per page

#### **DESIGNING OF ANNUAL REPORT**

The rates below are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill by the party. However, all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.

For any subsequent versions, no design charges would be applicable separately for the language version; only artwork charges per page would be payable.

20	Designing of Cover (Front & Back Cover - 4 Pages) irrespective of no. of colors, language and size	Lumpsum in Rs Per accepted cover design	
21	Designing of inside Pages with visuals (Note: chargeable only for designed pages where distinctly new concepts are visualised.)	Lumpsum in Rs. Per page	4
22	Designing of inside Pages with text only (except design charges for tables, charts, graphs and illustration)	Lumpsum in Rs.Per page	

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त हेवी इतेबिद्रकला सिनिटड / Bhalat ries vy Electricals Emine बी.एव.ई.एल हाजस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

	Designing of Tables or Charts or Graphs or III of colors or size):	ustrations (irrespective of number
23	Tables	Lumpsum price in Rs. Per Table
24	Charts	Lumpsum price in Rs. Per Chart
25	Graphs	Lumpsum price in Rs. Per Graph
26	Illustrations	Lumpsum price in Rs. Per Illustration
Artwoi (includ	rk and composing charges in any Indian Language ding English) <b>per page</b> :	If dummy is required, the charges for making the dummy shall be paid extra as per S.No.3 and 4  Charges for translation if any shall be as per S.No.5
27	Run on matter	Lumpsum in Rs. Per page
28	Tabular	Lumpsum in Rs. Per page
	CALENDARS	
29	Design and Visualization of Calendars with date pads and visuals per page irrespective of the size.  Note: The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill by the agency. However, all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.	Lumpsum price in Rs. Per page/sheet

#### **FILMS**

Making of Film (excluding shooting). This shall include concept, treatment, script, voice-over of professional voice-over artist, post-production, editing and providing final finished film (including complete project file) in the following formats:

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30	Duration up to 10 minutes	
31	For more than 10 minutes, every 5 minutes thereof	Lumpsum in Rs. Lumpsum in Rs.
	4K	Lumpsum m Ks.
00		
32	Duration up to 10 minutes	Lumpsum in Rs.
33	For more than 5 minutes, every 5 minutes thereof	Lumpsum in Rs.
	UPDATING/ CHANGES IN EXISTING FILM	(FULL HD OR 4K)
	FOR A FILM UPTO 10 MII	NS
34	Change in Voice Over	Lumpsum in Rs.
35	Change in Graphics	Lumpsum in Rs.
36	Changes in Supers/Captions	Lumpsum in Rs.
37	Changes in Shots	Lumpsum in Rs.
	FOR A FILM ABOVE 10 MI	INS
38	Change in Voice Over	Lumpsum in Rs.
39	Change in Graphics	Lumpsum in Rs.
40	Changes in Supers/Captions	Lumpsum in Rs.
41	Changes in Shots	Lumpsum in Rs.
	SHOOTING CHARGES:	
or <b>p</b> e	er day location shoot on FULL HD, 4K including add	equate crew and equipment:
For <b>p</b> o		Lumpsum in Rs.
	FULL HD	Lumpsum in Rs. per day Lumpsum in Rs.
42	FULL HD	Lumpsum in Rs. per day
42	FULL HD  Local  Outstation	Lumpsum in Rs. per day Lumpsum in Rs.



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#### Note:

- Boarding and lodging, local transport would be provided by BHEL at BHEL locations.
- In case of outstation locations where BHEL makes the arrangements for lodging and boarding no charges towards this shall be payable. However, where BHEL has not made the arrangements, charges towards food, incidental charges, lodging & boarding would be paid at actuals on production of original invoices / supporting vouchers.
- BHEL shall be making the travel arrangements for outstation locations. In the event of travel arrangements not made by BHEL, expenses incurred, such as First Class / AC II tier train fare or taxi charges and local travel by taxi, etc., as per the prevailing market rates, shall be reimbursed by BHEL on production of bills.
- BHEL shall not be liable to pay/compensate for last minute cancellation of the assignment due to unavoidable circumstances except cancellation charges for the tickets if booked directly by the agency.

#### **EXHIBITIONS**

Desi	an of country 1999 to the country of		
S DI	Stall layout, Drawings on professional software like AUTO CAD, etc., Design & detailing for each surface/poster/translite, Copywriting, Bill of Quantities (BoQ) and specifications for each item as per design Estimated cost for budgetary purposes, etc. above shall be applicable for area:  The rates are excluding or photographs / stock image any. Photographs / Stock image		ock images, if Stock images, sourced by the e chargeable ect to prior BHEL and e bill by the all liabilities ects would rest agencies for
46	Up to 15 sq. mtr.	Lumpsum in Rs.	-14
47	Up to 30 sq. mtr.	Lumpsum in Rs.	
48	Up to 50 sq. mtr.	Lumpsum in Rs.	
49	Up to 100 sq. mtr.	Lumpsum in Rs.	
50	Up to 300 sq. mtr.	Lumpsum in Rs.	
51	Up to 700 sq. mtr.	Lumpsum in Rs.	
52	For more than 700 sq mtr, every 100 sq thereof	Lumpsum in Rs.	
53	Designing of posters/translite/panel. This shall include the following:  Design and visualization Copy writing Creation of graphic /illustration etc.	Lumpsum in Rs. Per accepted poster/design	

सस्यद सलाहुदीन / Sayed Salahuddin सप प्रबंधक / Deputy Manager

स्प प्रवसक / Deputy Manager कॉपॉरेट शंचार / Corporate Communication नारत हेवी इतेन्द्रिकला तिगिरेड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049 Page 25 of 35

	<ul> <li>Providing print ready / open file in required size for final production of the poster / translite</li> <li>The rates are irrespective of colour, size or media.</li> <li>The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of the bill by the agency. However, all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.</li> </ul>		
54	Design adaptation of the Poster/ Translite/ Panel already created, to suit a particular size (irrespective of the size) including updating the text & visuals	Lumpsum in Rs. Per Design Per size	
Printi Note:	ng of Posters / Panel / Translites / Vinyl Cut for exhibit Print ready file (open) of Translites/Posters/Panel shall	ion purpose. be provided by BHE	L.
55	Digital printing of posters / panels in high quality photo medium including lamination (gloss or matt) on both sides. Posters are to be supplied in hard bond tube for carrying as accompanied baggage (without mounting)	Rs. Per sq. inch	
56	Digital printing of posters / panels in high quality photo medium including lamination (gloss or matt) on one side and mounted on 3 mm sun board (charges include cost of printing + 3 mm sun board + mounting charges)	Rs. Per sq. inch	
57	Digital printing of translites (backlit) on high-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 3 mm thickness upto the size of 5x4 feet	Rs. Per sq. inch	
58	Digital printing of translites (backlit) on high-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 4 mm thickness for the sizes upto 8x4 feet	Rs. Per sq. inch	
59	Digital printing of translites (backlit) on high-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 5 mm thickness for the sizes upto 8x4 feet	Rs. Per sq. inch	
60	Vinyl cutting of letters (e.g. logo, slogan lines) in different sizes and colours.	Rs. Per sq. inch	



	FLEX PRINTING		
61	Printing on Hi-quality Flex including mounting on metallic or wooden frame for signages/ backdrops & display at the venue, etc., all-inclusive but excluding transportation charges, which will be at actual & on production of bills — irrespective of the size		
62	Printing of Hi-Quality Flex Banner with provision of eyelet loops at four corners to enable hanging of the banner with rope or string	Rs. per square feet	
63	Printing of Hi-Quality Flex Banner with sides rolled to form loop so as to have provision for displaying the banner with metallic rods/wooden sticks	Rs. per square feet	
	SUPERVISION OF PRINTING		
64	Charges for Supervision of printing, wherever specifically assigned to be on the production cost only.  Note: Service / Supervision charges are not payable on paper cost for printing jobs.	Service charges in %.	
<b>JBL</b> 65	IC RELATIONS ACTIVITIES INCLUDING MEDIA RELATIONS ACTIVITIES ACTIV	Lumpsum in Rs. Per press release	COUNTRY
	Issuance of Press Release and ensuring media coverage irrespective of the language i.e. English.	Lumpsum in Rs.	COUNTRY



#### INDUSTRIAL PHOTOGRAPHY- DIGITAL Industrial photography in high-resolution suitable for printing The output of the images shot digital posters in large size around 8 ft. x 30 ft. or more without with options will be required pixelisation. The industrial photographers should be through email or any other media experienced & equipped with professional cameras, filters, in voque. lights & other required equipment. 68 Assignment charges for industrial photography without Lumpsum in Rs. lights including one assistant & other equipment -Per day Local i.e. in the same station Assignment charges for industrial photography with 69 Lumpsum in Rs. lights including one assistant & other equipment -Per day Local i.e. in the same station 70 Assignment charges for industrial photography without Lumpsum in Rs. lights including one assistant & other equipment -Per day Outstation 71 Assignment charges for industrial photography with Lumpsum in Rs. lights including one assistant & other equipment -Per day Outstation Note:

- Boarding and lodging, local transport would be provided by BHEL at BHEL locations.
- In case of outstation locations where BHEL makes the arrangements for lodging and boarding no charges towards this shall be payable. However, where BHEL has not made the arrangements, charges towards food, incidental charges, lodging & boarding would be paid at actuals on production of original invoices / supporting vouchers.
- BHEL shall be making the travel arrangements for outstation locations. In the event of travel arrangements not made by BHEL, expenses incurred, such as First Class/AC II tier train fare or taxi charges and local travel by taxi, etc., as per the prevailing market rates, shall be reimbursed by BHEL on production of bills.
- BHEL shall not be liable to pay/compensate for last minute cancellation of the assignment due to unavoidable circumstances except cancellation charges for the tickets if booked directly by the agency.

	2D ANIMAT	ION
72	2D Animation of 10 secs duration	Lumpsum in Rs.
73	Upto every 5 secs, thereof	Lumpsum in Rs.

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संस्यद सलाहुदीन / Sayed Salahuddin चप प्रबंधक / Deputy Manager कॉपॉरेट संचार / Corporate Communication भारत हेवी इतविद्रकल लिपिटेड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

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	3D ANIMATION		
74	3D Animation of 10 secs duration	Lumpsum in Rs.	
75	Upto every 5 secs, thereof	Lumpsum in Rs.	
	OCTONORM SYSTEM		
76	Hire of Octonorm System (as per international standards & dimensions i.e. around 2.54 meter (H) X 1.0 meter (W) with both sides laminated ply including fixing of supplied sun-board posters, one spot light & wiring for each panel & its connection to nearest mains, as available at the location, all-inclusive but excluding transportation, which will be at actual & on production of bills.  (cost of vinyl or posters is not included and shall be extra as per relevant items)	meter i.e. per unit	
77	NEWSLETTERS/HOUSE JOURN		
	Designing, Artwork and Composing of Newsletter / House Journal (Cover Page including outer and inner cover - 4 Pages)	Lumpsum in Rs.	
78	Designing, Artwork and Composing of every additional page (one side) and multiples thereof	Lumpsum in Rs.per page	
	OTHER DESIGNING/CREATIV	ES	
79	Designing of Greeting/Invitation Cards	Lumpsum price in Rs. Per accepted card design	
80	Designing of Stickers	Lumpsum price in Rs. Per accepted sticker design	
1	Designing of Stamps	Lumpsum price in Rs. Per accepted stamp design	

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82	Designing of Banner	Lumpsum price in Rs. Per accepted banner design	
83	Designing of Stationary	Lumpsum price in Rs. Per accepted stationary design	
84	Designing of Backdrop	Lumpsum price in Rs. Per accepted backdrop design	
85	Designing of Mementoes/Souvenirs	Lumpsum price in Rs. Per accepted design	
86	Designing of Social Media Artwork	Lumpsum price in Rs. Per accepted design	
87	Design adaptation of the social media artwork already created to suit a particular size	Lumpsum in Rs. Per design per size	

GST, as applicable

5.81

#### 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/ADEM/01/2023-24 dated 18.04.2023.

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.

Date:

Signature of Authorized Signatory

Place:

(Designation)

स्याद सलाहदीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉपॉरेट संचार / Corporate Communication बारत हेरी इबेल्ट्रिक्स सिगेटेड / Bharat Heavy Electricals Limited बी.एव.ई.एव. हाजस, सीरी फोर्ट / BHEL House, Sin Fort नई दिल्ली—110049 / New Delhi-110049

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#### **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/MSE Registration Certificate and 'No Deviation Certificate' in a Separate Envelope)

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

Offers received without EMD/Udyam Certificate and 'No Deviation Certificate' will be rejected and Part I - B of the Techno-commercial Bid shall not be opened

Note: MSE registered bidders are exempted from submitting EMD but they bidders have to submit a self-attested copy of Udyam Certificate in a separate envelope not be enclosed in the envelope containing Techno-Commercial Bid or Price Bid.

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

- a. Documents and information required for ascertaining the qualification of the bidder as per Clause 1.0 of Special Terms and Conditions (Annexure-III), Eligibility Conditions/Qualification Requirement (QR).
- b. Make in India Declaration has to be submitted as per Annexure X
- c. Check List as per Annexure-VIII

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 Price Bid (Sealed Envelope)

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

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. Offer for Empanelment of Advertising Agencies.
- 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.

Note: The Offer should be properly indexed, page numbered and submitted in a spiral-bound file. No loose sheets should be submitted with the offer.

S.S.

सय्यद सलाहुदीन / Sayed Salahuddin उप प्रबंधक / Deputy Manager कॉर्पोरेट संचार / Corporate Communication भारत हेवी इतेक्ट्रिकला तिमिटेड / Bharat Heavy Electricals Limited बी.एच ई.एत हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049

# Checklist

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) – MSE bidders have to submit a self-attested copy of Udyam	Yes/No
2.	No Deviation Certificate as per Annexure – VI on agency's letterhead.	Yes/No
3.	Documents/ Information required as per Clause-1.0 of Annexure-III of ELIGIBILITY CONDITIONS/QUALIFICATION REQUIREMENTS (QR)	Yes/No
4.	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
5.	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
6.	Part 'II' sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure V	Yes/No
7.	Make in India Declaration as per Annexure X	Yes/No



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.	
GST REGN NO.	
PARTY's NAME & ADDRESS	

5.51



#### Annexure - X

# Make in India Declaration (on Letterhead) Declaration of Local Content by Local supplier

# Subject: Public Procurement (Preference to Make In india)

Reference: Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 06.09.2022

We hereby declare with reference to above subject and reference	ces that M/s
	"local
supplier" meeting the requirement of local content (	Percentage to be irement for Class I local ent notification for the
Enquiry no: CC/ADEM/01/2023-24	
Details of location at which local value addition will be made	e is as follows:
	Sign
	Name of the Agency

S.S.L.

स्यय सलाहुदीन / Sayed Salahuddin जप प्रबंधक / Deputy Manager कॉर्पोरेट अंचार / Corporate Communication भारत हेवी इलेक्ट्रिकल लिग्टिंड / Bharat Heavy Electricals Limited बी.एव.ई.एल हाउस, सीरीं फोर्ट / BHEL House, Siri Fort नई दिल्ली—110049 / New Delhi-110049