

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	14-08-2023 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	14-08-2023 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10140027-hpbp Trichy
<b>Item Category/मद केटेगरी</b>	Advertisement Service - Newspaper - Tender Notices Advertisement; Any inside page of main page; DINAMALAR; Tamil; TIRUCHIRAPPALLI; Black and White; Normal Rates
<b>Contract Period/अनुबंध अवधि</b>	2 Month(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> 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)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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.

3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
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Specification	Values
<b>Core</b>	
Type of Advertisement	Tender Notices Advertisement
Advertisement Position	Any inside page of main page
Names of Newspaper	DINAMALAR
Language	Tamil
Edition	TIRUCHIRAPPALLI
Colour	Black and White
Rate offering	Normal Rates
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Tentative Range of Delivery date/Specific date for advertisement	20.08.2023

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Advertisement size in sq cm/Number of words in case of classified text type ad	Additional Requirement/अतिरिक्त आवश्यकता
1	Balaji Chandiramohan	620014, MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14	48	<ul style="list-style-type: none"> <li>Number of days for which advertisement is required : 1</li> </ul>

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. 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.

### 3. **Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

### 4. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. 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 %.

### 5. **Buyer Added Bid Specific Scope Of Work(SOW)**

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

## **Disclaimer/अस्वीकरण**

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/सामान्य नियम और शर्तें](#), 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/सामान्य नियम और शर्तें 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

## **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: DINAMALAR (TIRUCHIRAPPALLI 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.