



Bharat Heavy Electricals Limited

Open Tender enquiry for Media Monitoring and Analysis Services

Tender Enquiry No.: CC/MENC/02/2022-23 dated 10.01.2023

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

> जया मित्रा / JAYA MITRA खप प्रवेषक / Deputy Manager कीपॉरेट रांचार / Corporate Communication भारत हेवी इतेविद्रकल्स लिमिटेड / Bharat Heavy Electricals Limited **ी एव ई एल हाउस. सीरी फोर्ट / BHEL** House, Sin F**ort** नई दिला के उद्देशका (की

Page **1** of **34**



ISSUE LETTER OF BIDDING DOCUMENT

NAME OF WORK

: Media Monitoring and Analysis Services

TENDER NO

: Tender No. CC/MENC/02/2022-23

One set of Tender document is hereby issued to:

Name of the Bidder:

Address of the Bidder:

Nature of work	Date of Issue of Tender Document	Tender Submission Date & Time	Tender Opening Date & Time
Media Monitoring and Analysis Services	10.01.2023	19.01.2023 by 13:00 Hrs	19.01.2023 at 14:00 Hrs

Dy. Manager Corporate Communication, BHEL BHEL House, Siri Fort, New Delhi - 110049

जवा मित्रा JAYAMITRA सम प्रमंतर /Deputy Manager

Page 2 of 34 कॉर्पोरेट संचार / Corporate Communication
भारत हैंगे इसेन्द्रिकन निर्मेट / Bharath eavy Electricals limited
वी.एच.ई.एन हाचस, सीरी कोर्ट / BHEL House, Siri Fort
वर्ष दिल्ली—110049 / New Delby 110049



NOTICE INVITING TENDER

Sealed offers under two part bid system are invited from **experienced** and **technically competent** media monitoring agencies (meeting Pre-Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure II of the tender enquiry) to provide media monitoring and analysis services of news & other information in the print and digital media, regarding BHEL and related business policies, sectors, environment, and companies in the same or related line of business (to be specified by BHEL to the successful bidder) for a period of two years.

The shortlisted agency shall subsequently enter into a rate contract with BHEL for various activities as listed in the Scope of Work (Annexure I of the tender enquiry). The duration of service contract shall be two years.

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 Number	CC/MENC/02/2022-23
ii.	Name of Work	Media Monitoring and Analysis Services
iii.	Earnest Money Deposit (EMD) (except for MSME registered bidders)	Rs. 12,000/-payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
iv.	Place of Issue of Tender	Corporate Communication, BHEL BHEL House, Siri Fort New Delhi - 110049
V.	Submission/ Receipt of Tenders	Upto 13:00 Hrs on 19.01.2023 at Corporate Communication, BHEL BHEL House, Siri Fort New Delhi - 110049
vi.	Opening of Tender	On 14:00 Hrs on 19.01.2023 at Corporate Communication, BHEL BHEL House, Siri Fort New Delhi - 110049
vii.	Last date of seeking clarification(s)	In writing/via emails, at least 2 days ahead of the date of submission of bids at the address of the undersigned.

Page **3** of **34**

जया मित्रा / JAYA MITRA
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हैंवी इतेनिद्रकल्स लिमिटेट / Bharal Heavy Electricals Limited
भारत हैं वह हात्रस्थ सारी कार्य अस्मित स्थित स्थाप कार्य हैं एस हात्रस्थ सारी कार्य अस्मित स्थाप स्थाप कार्य अस्मित स्थाप



viii.	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 website (<u>www.bhel.com</u>) &
		govt. portal
		(<u>https://eprocure.gov.in</u>). Bidders
		to keep themselves updated with
		all such information.

NOTE: 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 which is not asked for SHOULD NOT be submitted

2.0 Terms and Conditions

- 2.1 Interested Agencies (meeting Pre-Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure II of the tender enquiry) may collect the tender document from BHEL's Corporate Communication office or by downloading from BHEL's website (www.bhel.com) or government portal (https://eprocure.gov.in)
- 2.2 Mere issuance of tender document/ obtaining tender document through BHEL web site/government portal 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.
- 2.5 Bids/ offers may be sent by post/ courier to the office of tender submission authority namely, General Manager, Corporate Communication, Bharat Heavy Electricals Limited, BHEL House, 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 EMD as mentioned above and at Sl. No. 2 of Annexure III

Page 4 of 34

जया मित्रा / JAYA MITRA
उप प्रबंधक / Deputy Manager
कीपॉरेट शंबार / Corporate Communication
माता हैवी इत्विद्वलला विभिटेंड Bharai Heavy Electricais Limited
बी.एव.ई.एल हाउस: सीरी का



- 2.7 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 will only be read out and no other information/ details whatsoever will be read out.
- 2.8 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.

For & On Behalf of Bharat Heavy Electricals Limited

(Jaya Mitra)
Dy. Manager (CC)
BHEL Corporate Communication
BHEL House, Siri Fort
New Delhi - 110049

Date: 10.01.2023 Place: New Delhi

Enclosures:

Annexure- I : Scope of Work

Annexure- II : Special Terms & Conditions (includes PQR)

Annexure- III :General Terms & Conditions

Annexure- IV : Price Proforma

Annexure- V : No Deviation Certificate

Annexure- VI :Declaration Certificate (Infrastructure and Manpower)

Annexure- VII : Submission of Offers

Annexure- VIII : Checklist



Annexure - I

SCOPE OF WORK

The broad scope of work for the agency to be hired to provide services for media monitoring and analysis services is as follows:

- 1. All news/information related to BHEL and sectors like Power, Infrastructure, Capital Goods, Railways & Urban Transportation like MRTS and Metro Rail, Transmission, Defence & Aerospace, Renewables, Industry, Energy Storage Systems (Specific keywords will be intimated to the L1 bidder), and companies in the same or related line of business (to be intimated to the L1 bidder) to be tracked/monitored on a daily basis in the following:
 - i) All major national/regional dailies/periodicals including leading newspapers of - Delhi, Mumbai, Kolkata, Chennai, Bengaluru, Hyderabad, Lucknow and Bhopal, and leading trade publications like India Infrastructure and Powerline.
 - ii) Major national and international websites.
- 2. Full text of articles on digital media/websites to be provided along with the headline and masthead & name of the website/portal.
- 3. Headline of news in any regional language other than Hindi or English to be translated into English.
- 4. Daily dispatch of the reportage to select e-mail IDs (list to be intimated to L1 bidder) in JPEG or PDF format, latest by 11:00 AM, in a user friendly grid format where links in the form of headlines have to be provided.
- 5. One-year archival database of reportage to be maintained and access to be provided to the same through User ID and Password.
- 6. Monthly access to Media Analysis (like number of articles, byline, name of publication, edition, circulation, coverage in sq.cm.) to be made available online latest by 7th of the following month.
- 7. Media Ad Value of Print Media coverage of BHEL (equivalent sq.cm. advertising rate of the publications) and calculation of coverage in sq.cms. to be provided on a monthly basis or on request.

Page **6** of **34**

प्या विज्ञ LAYA MITRA
चप प्रवेषक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
पाल हेवी हतेन्द्रिङल तिगिरेट / Bharat Heavy Electricals Limited
वी.एव.ई.एल हाउल, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली—110049 / New Double 110049



Annexure II

SPECIAL TERMS AND CONDITIONS

1.0 ELIGIBILITY CONDITIONS/ PRE-QUALIFICATION REQUIRMENTS FOR AGENCIES

Offers shall be considered only from **experienced** and **technically competent** agencies providing media monitoring and analysis services, who meet the following eligibility requirements:

S. No.	Criteria	Minimum Requirement	Documents required in support
i.	Experience / No. of organization s served	Bidders should have experience of providing media monitoring and analysis services for Public Sector Undertakings (PSUs)/Central Ministries/ State Ministries/ Listed Companies/ Autonomous Bodies/ Statutory Bodies. Experience of having completed/ ongoing services during the last three years (work order issued from 01.04.2019 to 31.03.2022) as per below: 1) At least Three similar jobs costing not less than Rs. 2.40 lakhs each Or 2) At least Two similar jobs costing not less than Rs. 3.00 lakhs each Or 3) At least One similar job costing not less than Rs. 4.80 lakhs	1) Self-attested copies of letter of empanelment/ rate contract/ work order, in support of proof of experience for the works executed/under execution by the bidders during the last three years ending 31.03.2022 (issued from 01.04.2019 to 31.03.2022) 2) Certificates attesting ongoing/ completed satisfactory performance to be submitted with the corresponding work orders. BHEL reserves the right to cross-check the documents. Note: The name and contact details of the issuing authority also to be submitted along with the above mentioned documents.



-			280000	
	ii.	Full-fledged	Office in any one of the	1) Latest copies of address proof of
		office with	following cities:	either one of the following:
	1.0	adequate	Delhi-NCR; Mumbai;	Valid Registration with Local Tax
		manpower	Kolkata; Chennai,	Authorities or
H			Hyderabad; Bengaluru	Latest Electricity Bills
				or
				Latest landline Telephone Bill in the
				name of the bidder/ bidding
	7/	7/		firm/proprietor.
				Note: In case of Proprietorship,
				Proprietorship certificate needs to
				be submitted as well.
P		24		
				2) Declaration Certificate
				(Infrastructure and Manpower as per
-	222	A	4) = 1 1 1 1 1 2	Annexure- VI)
	iii.	Annual	1) The bidder's Average	1) Self-attested copies of Audited
		Turnover	Annual Turnover during	Balance Sheet and Profits & Loss
			the last three financial	Account statements of last three
			years ending on	financial years ending 31st March
ı			31.03.2022 (i.e. FY	2022 i.e. FYs 2019-20; 2020-21;
			2019-2020, 2020-2021,	2021-22
			2021-2022) should be	In case audited Balance Sheet and
	9		more than or equal to	Profit & Loss Account statements
			Rs. 1.80 Lakhs	of one or more year are not
				available with the bidder, a
				certificate confirming Annual
1				Turnover(s) of respective year(s)
ŀ			2) The bidder should have	duly certified by a CA has to be
			PAN No. and GST	submitted.
			Registration.	2) Copy of proof of registration for
			Registration.	2) Copy of proof of registration for GST as may be applicable in the
ı				individual bidder's case.
		'	3) Income Tax Returns for	
			the last three financial	5) Copy of PAN Card
			years ending	4) Self-attested copies of
			31.03.2022.	acknowledgements of IT returns
			3110312022.	(ITR) of last three financial years
				ending 31st March 2022 i.e. ITRs
				of FYs 2019-20 & 2020-2021, 2021-
				22 (In case ITR is not available,
		1		self-declaration should be
				submitted stating that the ITR
				shall be submitted as and when it
				is filed)
_				13 (RCd)



2.0 VALIDITY

2.1 The offers of parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 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.

3.0 EVALUATION and AWARD OF WORK

For selection of the final agency/service provider on whom the order would be placed, following procedure shall be adopted:

PART I (TECHNO-COMMERCIAL BID) Opening comprising:

Part I - A (EMD in a Separate Sealed Envelope):

a. Earnest Money Deposit as given in clause 2.0 of Special Terms and Conditions - Annexure II. Offers received without EMD will be rejected (except for MSME registered bidders) and Envelope containing Part I - B of the Techno-commercial Bid shall not be opened.

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

- a. Documents and information required for ascertaining the qualification of the service provider as per clause 1.0 of Annexure-II of Eligibility Conditions/ Pre-Qualification Requirement (PQR) assessment of the bidders shall be done first. If required, BHEL reserves the right to visit the bidder's premises to physically verify the facilities mentioned in the 'Techno-commercial Bid'. In case of information given in the 'Techno-commercial Bid' is found to be false or not meeting the minimum requirement mentioned in the tender, the bidder is liable to be disqualified and further participation in tendering process may be blocked in such cases.
- b. No Deviation Certificate Annexure-V.
- c. Declaration Certificate (Infrastructure and Manpower) Annexure VI
- d. Check List Annexure-VIII.

Page 9 of 34

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कॉर्पोरेट रांचार / Corporate Communication
पास हेवी इतिदृढल्स लिमिटेड / Brunal Fleavy Electricals Limited
बी.एच.ई एल हाउस, सीरी भाटे । and the Fleaves, Sin Fort
नई रिक्टी 110000



e. Acceptance of 'Special Terms & Conditions' as per Annexure II, General Terms & Conditions' as per Annexure III and conformity to 'Specifications/Scope of Work' as per Annexure I by way of signing and affixing rubber stamp on each page.

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

PART II (PRICE BID) comprising:

Price Bid in a separate Sealed Envelope duly superscribed with PART II (PRICE BID), should contain following:

a) Price Bid as per proforma given in Annexure IV.

Notes:

- a) PART II to have price only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.
- **4.0 AWARD OF WORK** shall be made on the overall lowest bidder. The evaluation criteria has been detailed below (Clause 5.0):

5.0 PRICE EVALUATION-

- **a.** Part "II" i.e. Price Bid: Price bids of only Techno-commercially qualified bidders will be opened by BHEL on the same day or on any subsequent day after prior intimation to bidders who have qualified the Techno-commercial bids.
- b. Evaluation of the L1 bidder shall be done on the basis of amount quoted against S. No. 1 of the Price Proforma. Award of work will be on the basis of lowest amount quoted by the compliant bidder.
- Prices to be submitted in a separate sealed cover in the enclosed Price Proforma format only. Failing to do so shall lead to rejection of bid. (Annexure IV).
- 5.2 Bidder must note that the bid should be submitted as per the details given at Annexure VII (Submission of offers). Failing to do so shall lead to rejection of Bid.

जया मित्रा

जया मित्रा / JAYA MITRA
चय प्रसंक / Deputy Manager
कॉपॉरेट संचार / Corporate Communication
नासा हेगी हतेन्द्रिकल्स तिमिटेड / Bharat Heavy Electricals Limited
वी.एव.ई एल हाजस, सीरी फोर्ट / BHEL House, Sin Fort
नाई टिल्ली – 110040



6.0 DURATION OF SERVICE CONTRACT

6.1 BHEL shall enter into a service contract with the selected agency (on rates as finalized in the Price Evaluation above) for a **period of two years.**

7.0 PENALTY

Since 'receipt of information' will be the essence of the job, for any delay in 'receipt of work', penalty shall be imposed as per details mentioned below on pro rata basis from the monthly bill.

Delay (in hrs.)*	Penalty Description	Penalty (in Rs.)
0-2	Quarter Day	Rs. 200
2-4	Half Day	Rs. 300
More than 4	Full Day	Rs. 500

^{*}Post the notified time 11am

Penalty levied shall be maximum up to 10% of the contract value

8.0 QUERIES OF BIDDERS

8.1 Bidder(s) are required to send their queries, if any, in writing/via email at least 2 days ahead of the date of submission of bids.

9.0 EXPENSES TO BE BORNE BY BIDDERS

9.1 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.

10.0 PERIODIC REVIEW

10.1 The performance of the shortlisted agency shall be reviewed regularly by us. Further continuation of the service contract, thereafter, shall depend upon the satisfactory performance.

11.0 OTHER IMPORTANT CONDITIONS

- 11.1 Offloading/sub-letting of the job to outside agencies shall not be allowed.
- 11.2 Bidding document is not transferable. Bidding document once issued shall not be transferable in any other name.

Page 11 of 34

जया-सिता / JAYA MITRA
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वी.एम.ई एत हाउस, सीरी फोर्ट / BhEL House, Siri Fort



Annexure III

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (refer Annexure VII & 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.

2.0 EARNEST MONEY DEPOSIT (EMD)

2.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid/Part-A). Each tenderer, participating in the subject has to deposit EMD of Rs.12,000/-

Modes of deposit:

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 Udyog/Udyam Aadhar /

Page 12 of 34

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भारत हेवी इतेबिएकल विभिन्नेट / Bhatat Heavy Electrosis Limited
बी.एम.ई एल डाउस, शोरी फोर्ट / BHEL House, See Fort



EM-II Certificate along with Part-A Techno-commercial offer, otherwise, their bid shall not be accepted. (Refer clause 2.6 below)

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 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.

2.6 PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

 (i) MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyam/Udyog Aadhaar or EM-II certificate having deemed validity

Page 13 of 34

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बी.एच.ई एत हाजस, सीरी फोर्ट / BHEL House, Sin Fort
मई दिल्ली—110046



(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed in the tender) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

- (ii) In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- (iii) However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- (iv) Start-ups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- (v) Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021.

2.7 PROVISIONS FOR START-UP

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

1) In case the bidder is seeking exemption as verified Start-up, the bidder shall produce a valid Startup certificate issued by the competent Page 14 of 34

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चप प्रयंक्त / Depaity Manager
कॉर्पोरेट संचार / Corporate Communication
नाल हैवी इलेक्ट्रिकल लिपिटेड / Bharat Heavy Electricals Limited
वी.एच.ई एल हाउस, सीरी आंटे / Bharat House, Sin Fort



authority which should be valid on the last date of bid submission including bid extension (if any).

2.8 PROVISIONS FOR 'MAKE IN INDIA'

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.

3.0 SECURITY DEPOSIT (SD)/ PERFORMANCE GUARANTEE

- 3.1 Successful bidder has to submit a Security Deposit. The total amount of Security Deposit will be 5% of the total contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value shall be acceptable in any of the forms as per clause no. 3.2 below.
- 3.2 Modes of deposit: Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/Electronic Fund Transfer in favour of BHEL.
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. {It is insisted upon the bidders that BGs to be submitted by them should be sent to BHEL directly by the issuing bank under Registered post (A.D.)}
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor/Bidder, a/c BHEL).
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor/Bidder furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Page 15 of 34

जया मिना / JAYA MITRA
चप प्रसंपक / Deputy Manager
कॉपॉरेट संचार / Corporate Communication
पाल इसे इसेन्द्रिकल्स लिपिटेड / Bharat Heavy Electricals Limited
वी.एच.ई.एल डाचस, सीरी फोर्ट / BHEL House, Siri Fort
पर्ह दिल्ली—110049 / \



3.3 The security deposit shall not carry any interest. Security Deposit shall be released to the successful tenderer/bidder upon fulfilment of all contractual/statutory obligations as per terms of the contract/tender after completion of work/services.

4.0 PRICE

- 4.1 Price quoted should be firm during the entire duration of contract.
- 4.2 Price quoted shall be all inclusive except GST (as applicable), which should be indicated separately in the column provided in the Price Bid enclosed as Annexure-IV.
 - 4.3 Price to be filled-in strictly as per the Price Bid enclosed as Annexure-IV. Change in Performa is not allowed.
- 4.4 The bidders are required to quote essentially for the entire scope of work.
- 4.5 Offers not fulfilling any of the above conditions are liable for rejection.

5.0 CORRECTION OF ARITHMETIC ERRORS:

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

6.0 TAXES

6.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Proforma.

Page 16 of 34

ज्या मित्रा / JAYA MITRA
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बी.एम ई एल डाजरा, सीरी कोर्ट / Bhill Limited Sin Fort



- 6.2 To enable BHEL to avail GST Input Tax Credit, vendor/bidder 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.
- 6.3 Payment shall be made to contractor only after <u>submission of GST</u> complaint tax invoice as mentioned above and other relevant documents.
- 6.4 GSTIN of BHEL will be provided to the vendor/bidder by respective office of BHEL along with the work order.
- 6.5 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non-payment of tax to Govt. by agency 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 vendor/bidder's bill.
- 6.6 Payment to the vendor/bidder will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect to be provided to vendor/bidder.

Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

Applicable GST shall also be recoverable from the vendor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

7.0 PRICE ESCALATION CLAUSE

7.1 All the prices quoted by the bidders shall be in Indian Rupees and shall be final and binding and not subject to any price escalation.

8.0 TRADE / CASH DISCOUNTS

8.1 Price offered by bidders in the Part II (Price Bid) should be after trade discounts, if any.

9.0 TERMS OF PAYMENT

9.1 Payment shall be made to the agency only after submission of GST compliant tax invoice as mentioned above and other relevant documents.

Page **17** of **34**

जया निज्ञा JAYA MITRA
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वी.एच.ई.एल हाउस. सीरी कार्ट / BHEL House. Sin Fort
नई दिल्ली—110049



- 9.2 GSTIN of BHEL will be provided to the successful bidder along with the work order.
- 9.3 Payment shall be made on a monthly basis against your bills (complete in all respects) within thirty days after satisfactory services as per order.
- 9.4 All statutory deductions will be made by BHEL while releasing payment.
- 9.5 Payment shall be released within 30 days of satisfactory completion of the job and receipt of in-discrepant invoice.
- 9.6 While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the agency will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- 9.7 No advance payment of work will be made to the agency.
- 9.8 BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the following information upon placement of order on their letterhead:

Re: EFT Payments

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

The state of the s	
BANK NAME & COMPLETE ADDRESS WITH	
PIN CODE	
BANK ACCOUNT NO.	
DANK ACCOUNT NO.	
WICD CODE	
MICR CODE	
IFSC CODE	
PARTY'S eMAIL - ID	
PAN NO.	
GST REGN. NUMBER	
OST REGIT. HOMBER	
PARTY'S NAME & ADDRESS	
PARTT S NAME & ADDRESS	

Page 18 of 34

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की.एच ई एल डाउस, सीरी पार्ट / BHE criouse Sin Fort
नई दिल्ली —1100



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

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

Thanking you, Yours sincerely

10.0 Acceptance of Terms & Conditions

10.1 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 V.

10.2 Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure V 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.

11.0 INCOMPLETE TENDERS

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

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

12.0 CANCEL/SCRAP OF TENDER

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

13.0 LEGAL DECLARATION

13.1 The bidding agencies should not have not been suspended/delisted/blacklisted any by other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court.

14.0 FORECLOSURE OF CONTRACT

14.1 BHEL reserves the right to immediately short close the contract in case of any unprofessional attitude, major omission, and unsatisfactory performance on the part of the agency including repeated delay in response time. Unsatisfactory performance additionally shall involve

Page 19 of 34

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नई दिल्ली—110049 / 20



- levying of penalty on the service provider in line with Clause no. 7.0 of Special Terms & Conditions (Annexure II).
- 14.2 If at any time after the commencement of the contract, BHEL shall for any reason whatsoever is required to abandon/foreclose the contract or does not require the whole work/services thereof as specified in the tender to be carried out, BHEL also reserves the right to short close this contract by giving a prior notice of **one month**. In such a case, all bills/payments pending with BHEL for all duly completed jobs as on date will be duly processed.

15.0 AUTHORISED OFFICER

15.1 Head of Corporate Communication of 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 agency. The authorized officer shall hold all the meetings at Delhi only.

16.0 CONTRACT LAW, NOTICE AND ARBITRATION

16.1 ARBITRATION

- a) 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.
- b) 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

Page 20 of 34

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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.

16.2 JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

- 17.0 TERMINATION OF CONTRACT ON DEATH: Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 18.0 RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 19.0 Lowest prices/service charge received against Tender need not be acceptable to BHEL and in that case BHEL may not consider the same for award of Contract. BHEL may negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable/acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- **20.0 FORCE MAJEURE:** 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

Page 21 of 34

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बी.एच.इं.एल हाउस. सीरी कार्य / Electricals Sim Fort



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 Majeure 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 to the COMPANY for any damages, losses or liabilities as result thereof.

21.0 CANCEL/SCRAP OF TENDER

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

22.0 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order /Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of

Page 22 of 34

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वी.एव.ई.एल. डाउस. सीरी कार्य / LEST House, Sin Fort
मई दिल्ली—110049



the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

23.0 CONTRACT TERMINATION:

BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.

24.0 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 www.bhel.com.

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 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.

Page 23 of 34

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बी.एब.ई.एल डाउस, सीरी फोर्ट / BHEL House, Sin Fort
नई दिल्ली—110049 / Name 10049



The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & 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".

- **25.0 SUBLETING:** The successful bidder shall not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- **26.0 CONTACT PERSONS:** For any clarification, bidders may contact the following officials of BHEL:
 - Sh. Rohit Inder Singh Addl. General Manager (CC)
 Tel: 011-66337374, email: ccris@bhel.in
 - Ms. Jaya Mitra Dy. Manager (CC)
 Tel: 011-66337363, email: jayamitra@bhel.in
 - Sh. Sayed Salahuddin Dy. Manager (CC)
 Tel.: 011-66337379, email: sayed@bhel.in

27.0 CONTRACTUAL OBLIGATIONS

1. FRAUD PREVENTION POLICY:

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

2. BHEL will have no liability whatsoever concerning the persons deployed by the vendor/service provider for the subject work. The vendor/service provider shall keep the company (BHEL) indemnified against all losses or

Page 24 of 34

जया मित्रा / JAYA MITRA उप प्रचार / Deputy Manager कॉर्पोरेट संचार / Corporate Communication भारत हेवी इजेक्ट्रिकल्स लिमिटेड / Bharst Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फॉर्ट / Bhall L. House, Sin Fort नई दिल्ली --119049 / No.



- damages or liability arising out of or imposed in the course of employment of persons by the vendor/service provider.
- 3. The vendor/service provider will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the vendor/service provider will be responsible and shall make good of the same.
- 4. The vendor/service provider shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The vendor/service provider shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 5. The vendor/service provider shall be held responsible for any damage / loss to the work premises /or the properties of the Company caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the vendor/service provider.
- 6. The vendor/service provider shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
- 7. The workforce deployed by the vendor/service provider/contractor shall be healthy and should not be suffering from any communicable diseases.
- 8. The vendor/service provider shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself /themselves properly or misbehave(s) with BHEL Officials or staff at venue.
- 9. The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 10. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 11. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or

Page 25 of 34

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बी.एच.ई एल हाउस, सीरी फोर्ट ४ हेवर के अध्यक्ष Sin Fort
नई दिल्ली = 110049 / %



- not. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- **28.0** Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 29.0 The rates/amount/percentage quoted by the bidder will be firm till the contract period and price variation and escalation due to increase in labour / material cost shall not be acceptable in any case. The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work.
- 30.0 All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- The offers of the bidders who are on the banned list 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 website www.bhel.com

32.0 REJECTION OF TENDER

- 32.1 BHEL reserves the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever at any stage.
- 32.2 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more bidders as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 32.3 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or Page 26 of 34

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वी.एच.ई.एल. डाउस. सीरी कोर्ट अस्ति अ



- not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- 32.5 If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 32.6 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 32.7 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

जवा निज्ञा / JAYA MITRA
चय प्रयंखक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
गात हेवी इसेन्ट्रिकल तिनिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाजल, सीरी फोर्ट / किस्से Liftonsee Sin Fort
गई दिल्ली—110049



Annexure- IV

PRICE PROFORMA

The Price details should correspond to 'Scope of Work' as mentioned in Annexure I

S. No.	Item Description		Amount (in Rs.)
1.	Consolidated price per month for Scope of Work as indicated above, all inclusive (single quote only) (excluding GST)		
2.	GST (as applicable)	<u> </u>	
3.	Total (incl. GST)		
4.	Total (in words):		# 11

Signature	
	3
Seal of the firm/agency	/ <u> </u>

Page **28** of **34**

प्या निमा / JAYA MITRA
च्य प्रथंक / Deputy Manager
कार्निस्ट संबार / Corporate Communication
नाम कि स्तिहरून निर्देश Bharat Heavy Electricals Limited
वी.स्व.इस्स डायच, सीरी कोर्ट / BHEL House, Siri Fort
वाई दिल्ली—110049



Annexure - V

NO DEVIATION CERTIFICATE

(to be given on bidder's letterhead)

Certificate of Acceptance

Certified that we have read and understood all	the terms and conditions of the
Tender No. Tender No. CC/MENC/02/2022-2	23 dated 10.01.2023 and that
ommpany/ firm, namely,	do
hereby unconditionally accept all the Terms	and Conditions set out in the
Tender Document including the penalty clauses	therein.
Date: S	lignature of Authorised Signatory
Place:	(Designation)

Page **29** of **34**

जया मित्रा / JAYA MITRA
उप प्रबंधक / Deputy Manager
कॉपॉस्ट संचार / Corporate Communication
भारत हैवी इसेन्द्रिकना तिगिटेड / Bharat Heavy Electricals Limited
वी.एच.इं.एस हाउस, सीरी पार्ट में कि में माठाइड, Sin Fort



Annexure-VI

DECLARATION CERTIFICATE (Infrastructure and Manpower)

(to be given on Bidder's letterhead)

I/We, do hereby declare that we possess a full-fledged office with state-of-theart infrastructure and trained manpower as listed under Pre- Qualification requirement of Special Terms and Conditions (Annexure -II) of the Tender Enquiry. Further, we have no objection in case BHEL desires to inspect and physically verify the same and shall provide the required assistance for the same

(Signature & Seal of the firm)

111



<u>Certificate by Chartered Accountant on letterhead</u> (only for those who are submitting EM-II Certificate)

(hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No. (Part-11)	• •
dtd:, Category: (Micro/Small)). (Copenclosed).	рy
Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year . as per MSMED Act-2006 is as follows:	
 For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excludingland and building and the items specified by the Ministry of Small-Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006: Rs Lacs 	
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs	
The above investment of Rs	
Date:	

(Signature)

Name

Membership number-

Seal of Chartered Accountant

Page **31** of **34**

ज्या मित्रा / JAYA MITRA
''उप प्रबंधक / Deputy Manager
कॉपॉरेट संघार / Corporate Communication
गास हैवी इतेन्द्रिकल तिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्च (Still Fourte, Str.) Fort
नई दिल्ली



Annexure - VII

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 and 'No Deviation Certificate' in a Separate Envelope)

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

Offers received without EMD will be rejected and Part I - B of the Techno-commercial Bid shall not be opened.

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

- Documents and information required for ascertaining the qualification of the bidder as per Clause 1.0 of Special Terms and Conditions (Annexure-II), Eligibility Conditions/ Pre-Qualification Requirement (PQR).
- b. No Deviation Certificate as per Annexure-V.
- c. Declaration Certificate (Infrastructure and Manpower) as per Annexure-VI
- d. 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.

THE ENTIRE BID DOCUMENT NEEDS TO BE PAGE NUMBERED AND SPIRAL BOUND.

i) PART - 'II': Containing Price Bid (Sealed Envelope)

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

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

Page 32 of 34

अया मित्रा / JAYA MITRA
स्प प्रवंशक / Deputy Manager
कॉपॉरेट संवार / Corporate Communication
पाल हेवी इतेन्द्रिकल जिलेटेड / Bharat Heavy Electricals Limited
वी.एच.ई.एल डाइन, सीरी कोड अवस्थित स्पाइंड Sin Fort
नई दिल्ली-1100%



All Parts of the offer, i.e. Part I and II in an individual sealed cover, to be placed in a single sealed envelope (larger envelope), duly superscribed with:

- 1. Offer for Media Monitoring and Analysis Services
- 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.

Tho

जया मित्रा / JAYA MITRA खप प्रचंचक / Deputy Manager कॉपॉरेंट संघार / Corporate Communication भारत हेवी इतेनिद्रकल लिपिटेड / Bharat Heavy Electricals Limited वी.एच.ई.एल हाउस, सीरी का See Siri Fort नई दिल्ली—11004



Annexure - VIII

Checklist

S.No.	Description /Item	Enclosed (Yes/No)
1,	Earnest Money Deposit of Rs. 12,000/- as per Clause No. 2.0 of the Special Terms & Conditions (Annexure II)	Yes/No
2.	No Deviation Certificate as per Annexure - V on your letter head.	Yes/No
3.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-VI on your letter head	Yes/No
4.	Documents/ Information required as per Clause-1.0 of Annexure-II of ELIGIBILITY CONDITIONS/ PRE-QUALIFICATION REQUIREMENT (PQR)	
	 Copies of letter of empanelment/ rate contract/ work order, in support of proof of experience for the works executed/under execution by the bidders during the last three years ending 31.03.2022 (issued from 01.04.2019 to 31.03.2022) along with Job Satisfaction certificates. Proof of office premises Self-attested copies of Balance sheets, P&L Account of FYs 2019-20; 2020-21; 2021-22 Self-attested copies of acknowledgements of IT returns (ITR) of FYs 2019-20 & 2020-2021, 2021-22 Copy of proof of registration for GST and PAN 	Yes/No
5.	Signed and stamped copies of 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' (Annexure-I, II, III) as token of acceptance.	Yes/No
6.	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
7.	Part 'II' sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure IV	Yes/No

Page **34** of **34**

जया मित्रा / JAYA MITRA
चप प्रबंधक / Deputy Manager
कॉपॉरेट संचार / Corporate Communication
मासा हेवी इतिहिद्धकला विकिटेड / Bhasat Manay Electricals Limited
मासा हेवी इतिहिद्धकला विकिटेड / Bhasat Manay Electricals Limited
मासा हेवी इतिहिद्धकला विकिटेड / Bhasat Manay Electricals Limited
मासा हैवी इतिहिद्धकला विकिटेड / Bhasat Manay Electricals Limited
मासा हैवी इतिहिद्धकला विकिटेड / Bhasat Manay Electricals Limited