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: THE HINDU (All Editions)
   Language: English
   Approx. Size of the Advertisement: 32 Square Centimetre [8 cm (W) x 4 cm (H)]
   Unit: Square Centimetre
   No. of Advertisements: 1
2. Newspaper Package/Edition: DIINATANTHI TIRUCHIRAPPALLI EDISION
   Language: English / Tamil
   Approx. Size of the Advertisement: 32 Square Centimetre [8 cm (W) x 4 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

Risk & Cost Amount= [(A-B) + (A x 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.

5. Period of Contract: Two months from the date of award of contract.