



Bharat Heavy Electricals Ltd.

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**Maharatna Company**

**Bharat Heavy Electricals Limited**

**Tender enquiry for Media Monitoring and Analysis Services**

**Tender Enquiry No.: CC/MENC/02/2016-17 dated 22.12.2016**

**Issued by:  
BHEL Corporate Communication  
Jeevan Tara Building,  
5, Sansad Marg, New Delhi-110001**

**ISSUE LETTER OF BIDDING DOCUMENT**

**NAME OF WORK** : Media Monitoring and Analysis Services

**TENDER NO** : Tender No. CC/MENC/02/2016-17

One set of Tender document is hereby issued to:

Name of the Bidder:

Address of the Bidder:

Nature of work	Cost of Tender Document (in Rs.)	Date of Issue of Tender Document	Tender submission date & time	Tender opening date & time
Media Monitoring and Analysis Services	NIL	22.12.2016	04.01.2017 by 1300 hrs	04.01.2017 at 1500 hrs

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Executive (CC)  
BHEL Corporate Communication  
Jeevan Tara Building,  
5, Sansad Marg,  
New Delhi-110001

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Ltd.  
कार्पोरेट संचार / Corporate Communication  
जीवन तारा भिडिंग / Jeevan Tara Building  
5, संसद मार्ग / 5, Parliament Street  
नई दिल्ली - 110001 / New Delhi - 110001

## 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 regarding BHEL and related business policies/environment/competitor 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 II 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. Salient features of NIT

Sl. No.	ISSUE	DESCRIPTION
i	Tender no.	CC/MENC/02/2016-17
ii.	Name of Work	Media Monitoring and Analysis Services
iii.	Tender Document Cost	NIL
iv.	Earnest Money Deposit (EMD)	Rs. 7,680/-payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
v.	Place of Issue of Tender	BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
vi.	Submission/ Receipt of tenders	Upto 1300 hrs on 04.01.2017at BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
vii.	Opening of Tender	On 1500 hrs on 04.01.2017at BHEL Corporate Office, BHEL House, Siri Fort- New Delhi - 110049

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viii.	Last Date of seeking clarification(s)	In writing/via emails, at least 3 days ahead of the date of submission of bids at the address of the undersigned.
ix.	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 ( <a href="http://www.bhel.com">www.bhel.com</a> ) & govt. portal ( <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 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 Corporate Communication office or by downloading from BHEL website ([www.bhel.com](http://www.bhel.com)) & govt. portal (<https://eprocure.gov.in>)
- 2.2 Mere issuance of tender document/ obtaining tender document through BHEL web site 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.
- 2.5 Bids/ offers may be sent by post/ courier to the office of tender submission authority namely, **Additional General Manager, Corporate Communication, BHEL, Jeevan Tara Building, 5, Sansad Marg, New Delhi - 110001**. 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 shall be paid separately by DD/ Pay Order of any scheduled Indian bank in favour of **Bharat Heavy Electricals Limited**, payable at New Delhi. **Offer received without EMD will be rejected.**
- 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 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 agency only.
- 2.9 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)  
Executive (CC)  
BHEL Corporate Communication  
5, Jeevan Tara Marg, Sansad Marg  
New Delhi-110001

**Date: 22.12.2016**

**Place: New Delhi**

**Enclosures:**

- |                |   |
|----------------|---|
| Annexure- I    | : Scope of Work   |
| Annexure- II   | : Special Terms & Conditions (includes PQR)             |
| Annexure- III  | : General Terms & Conditions                            |
| Annexure- IV   | : No Demand Certificate                                 |
| Annexure- V    | : Price Proforma  |
| Annexure- VI   | : No Deviation Certificate                              |
| Annexure- VII  | : Declaration Certificate (Infrastructure and Manpower) |
| Annexure- VIII | : Declaration Certificate (Legal)                       |
| Annexure- IX   | : Submission of Offers                                  |
| Annexure- X    | : 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 is as follows:

1. Scanning of at least 150 national/regional dailies/periodicals including leading newspapers of six major metros- Delhi, Mumbai, Kolkata, Chennai, Bangalore and Hyderabad.
2. All news on BHEL, Power Sector and one competitor (to be intimated to the L1 bidder) to be monitored and reported.
3. Headlines of news in any regional language other than Hindi or English to be translated into English.
4. Daily dispatch of the reportage to specified e-mail IDs (to be shared with L1 bidder) in PDF or JPEG format, latest by 11:00 AM, in a user friendly grid format where links in the form of headlines have to be provided.
5. Hard copies (one set) of daily news clippings to be made available on request.
6. On selection some trade publications like Powerline etc, may also be required to be scanned on request.
7. Six-monthly archival database of reportage to be maintained and access to be provided to the same through single User ID and password.
8. Monthly printable media analysis dossier in CD to be delivered by the 7<sup>th</sup> of the following month.
9. Media Ad Value of Print Media coverage of BHEL (equivalent per sq cm advertising rate of the publications) and calculation of coverage in sq.cms. to be provided on a monthly basis or on request.

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**Annexure II**

**SPECIAL TERMS AND CONDITIONS**

**1.0 ELIGIBILITY CONDITIONS/ PRE-QUALIFICATIONS 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	Bidder should be in media monitoring and analysis business for at least 3 years	Copy of Letter of empanelment/ rate contract/ Work order received from PSUs/Govt./ Listed companies to this effect.
ii.	No. of Organizations served	At least Three (PSUs/Govt/ Listed Companies)	Copy of Letter of empanelment/ rate contract/ Work order received from PSUs/Govt./ Listed companies to this effect for FY 2013-14, FY 2014-15 and FY 15-16 till 30.11.2016
iii.	Possess a full-fledged office with adequate manpower	Office in any one of the following cities: Delhi/ Noida/Gurgaon/Ghaziabad/ Faridabad	Latest copies of address proof of either one of the following: Valid Registration with Local Tax Authorities or latest Electricity Bills, latest Telephone Bills in the name of the bidder/ bidding firm.  Declaration Certificate (Infrastructure and Manpower as per Annexure VII)
iv.	Annual Turnover	Average Annual Turnover of last three financial years (i.e. FY 2013-14, FY 2015-16 and FY 2014-15) should be a minimum Rs.1.2 Lakhs or more	Certified true copy of Audited Balance Sheet, Profit and Loss Account and Income Tax Returns (as applicable in the individual bidder's case) duly vetted by a CA should be submitted. Along with the above, the following documents are also required: • Copy of PAN card

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			<ul style="list-style-type: none"> <li>• Copy of proof of registration for various taxes as may be applicable in the individual bidder's case.</li> </ul>
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## 2.0 EARNEST MONEY DEPOSIT (EMD)

2.1 Your offer shall be accompanied with a DD / Pay Order for Rs.7,680/- drawn in favour of **Bharat Heavy Electricals Limited, payable at New Delhi**, towards EMD. **Offers received without EMD shall be rejected.** Refund of EMD of the bidders shall be as follows:

- EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- EMD of the successful tenderer can be converted and adjusted against the Security Deposit.

2.2 Bidders may please note that EMD **carries no interest**.

2.3 EMD shall be forfeited in the following cases:

- If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price.
- The tenderer does not commence the work **within** the specified period of LOI/ Contract. In case the LOI/Contract is silent in this regard, within 15 days after award of contract.

## 3.0 VALIDITY

3.1 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.

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#### 4.0 AWARD OF WORK

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

##### 1.2 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 A. **Offers received without EMD will be rejected** 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 printer as per clause 1.0 of Annexure-II (A) 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-VI.
- c. **Declaration Certificate (Infrastructure and Machinery)** - Annexure VII
- d. **Declaration Certificate (Legal)** - Annexure- VIII
- e. **Check List** - Annexure-X.
- f. 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.

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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.

Note:

- 1) BHEL reserves the right to reject the bidders whose services have not been found satisfactory in the past/penalty has been levied for any major job undertaken for BHEL in the past 3 years, their bids may not be opened, even if received.
- 2) 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.

## 2.2 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 V.

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.

5.0 **AWARD OF WORK** shall be made on the overall lowest bidder. The evaluation criteria has been detailed below (Clause 6.0):

## 6.0 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.
- 6.1 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 - V).

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Bidder must note that the bid should be submitted as per the details given at Annexure IX (Submission of offers). Failing to do so shall lead to rejection of Bid.

#### 7.0 DURATION OF SERVICE CONTRACT

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.

#### 8.0 QUERIES OF BIDDERS

8.1 Bidder(s) are required to send their queries, if any, in writing/via email at least 3 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

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.
- 11.3 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 firm only.

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**Annexure III**

**GENERAL TERMS AND CONDITIONS**

**1.0 SUBMISSION OF OFFER**

Your offer should be complete in all respects (refer Annexure IX & X).

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 PRICE**

- 2.1 Price quoted should be firm.
- 2.2 All prices quoted should be inclusive of all taxes, duties, etc., as applicable, except service tax if applicable, which should be indicated separately in the column (S.No. 3/4/5 as applicable) provided in the Price Performa enclosed as Annexure-V
- 2.3 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; and
- 2.4 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 **S. No. 2.3** above
- 2.5 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored
- 2.6 Price to be filled-in as per the Price Performa enclosed as Annexure-V. Change in Performa is not allowed
- 2.7 Offers not fulfilling any of the above conditions are liable for rejection.

**3.0 TAXES**

It is mandatory to comply with all taxes applicable for the required services. The price should be inclusive of all taxes, duties and levies. However, the amount towards Service Tax, if applicable should be indicated separately in the specified place in Price Proforma enclosed as Annexure- V.

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#### 4.0 SECURITY DEPOSIT (SD)

- 4.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 4.2 Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in 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
  - iii) Draft/ Electronic Fund Transfer in favour of BHEL
  - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - 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, a/cBHEL)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- 4.3 Bidders to note that Security Deposit amount carries no interest.
- 4.4 Security deposit shall be forfeited in case the successful bidder refuses to commence the work within the period as per LOI / Contract and/or non-fulfillment of conditions of the order
- 4.5 The validity of Bank Guarantee towards Security Deposit shall be initially upto the completion period as stipulated in the LOI/PO/RO + 45 days and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the bidder by BHEL.
- 4.6 Security Deposit shall be refunded/Bank Guarantee released to the bidder along with the 'Final Bill' after deducting all expenses/ other amounts due to BHEL under the contract and after submission of unconditional "No Demand Certificate" (enclosed as Annexure IV) by the bidder towards full and final settlement.

#### 5.0 PRICE ESCALATION CLAUSE

- 5.1 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.

#### 6.0 TRADE / CASH DISCOUNTS

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

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## 7.0 TERMS OF PAYMENT

- 7.1 Payment shall be made on a monthly basis against your bills within thirty days after satisfactory services as per order.
- 7.2 All statutory deductions will be made by BHEL while releasing payment.
- 7.3 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 letter head:**

### Re: EFT Payments

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

BANK NAME & COMPLETE ADDRESS WITH PIN CODE	
BANK ACCOUNT NO.	
MICR CODE	
IFSC CODE	
PARTY'S eMAIL – ID	
PAN NO.	
CST NO., IF APPLICABLE	
VAT NO., IF APPLICABLE	
SERVICE TAX REGN. NO., IF APPLICABLE	
PARTY'S NAME & ADDRESS	

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

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## 8.0 PENALTY

Since 'receipt of information' will be essence of the job, for any delay in 'receipt of information', the order will be automatically extended by the time equivalent to the delay in 'receipt of information' (For purpose of calculation of such delays, a delay of more than 3 hours will be treated as a complete day.) And penalty shall be imposed by deducting amount for one day from the monthly bill on a pro rata basis.

## 9.0 LATEST UPDATES

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on BHEL's website <http://www.bhel.com> or govt. portal <http://eprocure.gov.in>. Bidders should regularly visit the website(s) to keep themselves updated.

## 10.0 FORCE MAJEURE

- 10.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor/ including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 10.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 02 (two) days after the occurrence of such event.
- 10.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 10.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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- 10.5 A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

#### 11.0 ARBITRATION

- 11.1 In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arise between BHEL and the bidder in connection with or arising out of the Order/Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.
- 11.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with above mentioned Clause 11.1, shall be finally settled by Arbitration.
- 11.3 Any dispute shall be referred to the sole arbitration of Head of Corporate Communication of BHEL or his nominee, within 45 days of the receipt of the notice invoking arbitration.
- 11.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;
- a) In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
  - b) The place of Arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
  - c) The language of the Arbitration Proceedings shall be English.
  - d) The law governing the arbitration proceeding shall be the Indian law and
  - e) The cost of arbitration shall be borne equally by the parties. The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court.
  - f) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless they otherwise agree.

#### 12.0 EFFECT AND JURISDICTION OF CONTRACT

- 12.1 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.
- 12.2 The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy, uploaded on BHEL website ([www.bhel.com](http://www.bhel.com)) and shall immediately bring to the notice

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of BHEL Management about any fraud or suspected fraud, as soon as it comes to their notice.

### **13.0 CONFIDENTIALITY**

13.1 All the information sent to the service provider shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

### **14.0 ACCEPTANCE OF TERMS AND CONDITIONS**

14.1 The service provider should specifically mention that all the terms and conditions described above, including the penalty clauses, are unconditionally acceptable.

14.2 Any deviation to BHEL terms and conditions or counter terms and conditions prescribed by the Printer in the Tender shall not be considered and may lead to outright rejection of such offer.

### **15.0 INCOMPLETE TENDERS**

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

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

### **16.0 CANCELLATION/SCRAPPING OF TENDER**

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

### **17.0 CONTRACT TERMINATION**

17.1 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.

### **18.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

18.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not 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 / provide goods / services or materials 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

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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 or 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 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.

- 18.2 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 materials / services so purchased/hired.

#### 19.0 AUTHORISED OFFICER

- 19.1 AGM (Corporate Communication), BHEL, or any other officer nominated by BHEL, shall be the authorised officer with regard to the Contract. The decision of the authorised officer shall be final and binding on the printer. The authorised officer shall hold all the meetings at Delhi only.

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Ltd.  
कार्पोरेट संचार / Corporate Communication  
जीवन तारा बिल्डिंग / Jeevan Tara Building



## 20.0 CONTACT PERSONS

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

- Sh. Rohit Inder Singh – DGM (CC)  
Tel.: 011-23365669, e-mail: [ccris@bhel.in](mailto:ccris@bhel.in)  
Fax: 011-23342769
- Ms. Jaya Mitra – Executive (CC)  
Tel : 011 – 23363253, email : [jayamitra@bhel.in](mailto:jayamitra@bhel.in)
- Sh. Sayed Salahuddin – Executive (CC)  
Tel.: 011-23346292, email: [sayed@bhel.in](mailto:sayed@bhel.in)

जया मित्रा

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Ltd.  
कॉर्पोरेट संचार / Corporate Communication  
जीवन तारा बिल्डिंग / Jeevan Tara Building  
प्लॉट नं. 5, पार्लामेंट स्ट्रीट  
नई दिल्ली - 110001 / New Delhi - 110001



**Annexure – IV**

**No Demand Certificate (WAM II)- To be provided to & filled in only by the successful bidder**

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Form WAM II

**BHARAT HEAVY ELECTRICALS LIMITED**  
DIVISION.....

**Claim for Refund of Security Deposit**  
(Para 4.9.4 of Works Accounts Manual)

Ref. No. : \_\_\_\_\_ Date : \_\_\_\_\_

1. Name and address of the Contractor : \_\_\_\_\_

2. Contract Agreement/Work Order No. : \_\_\_\_\_

3. Date of contract agreement/work order : \_\_\_\_\_

4. Name of the work undertaken : \_\_\_\_\_

5. Date of commencement of the work : \_\_\_\_\_

6. Date of completion of the work : \_\_\_\_\_

7. Period of maintenance : \_\_\_\_\_

8. Date on which the final bill was paid : \_\_\_\_\_

9. Last date of making good the defect during maintenance period : \_\_\_\_\_

10. Expenditure incurred by BHEL during maintenance period, if any, recoverable : \_\_\_\_\_

11. Date on which security deposit refund falls due as per contract : \_\_\_\_\_

12. Amounts deposited/recovered

Details	Amount
13. LESS amounts recoverable (with details)	
i) Amount spent by BHEL on maintenance	
ii) Payments made on behalf of contractor	
iii) Court dues/penalties/compensation	
iv) Other recoveries for services etc.	
v) Security deposit related with final bill (- %)	
14. Net amount recommended for release (12-13)	

Date : \_\_\_\_\_ Signature of Engineer in Charge

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Form WAM II (Contd.)

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL.....for the work done or for labour or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated.....) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' in respect of the contract agreement/work order referred to.

Date : \_\_\_\_\_ Signature of Contractor

**CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER**

Certified that

(a) the payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;

(b) the maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment;

(c) all the objections raised so far have been settled;

(d) a note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date : \_\_\_\_\_ Signature of Senior Engineer

**FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs ..... (Rupees.....only)

Accountant \_\_\_\_\_ Accounts Officer \_\_\_\_\_

**ACKNOWLEDGEMENT BY THE CONTRACTOR**

Received Rs.....in full and final settlement of my/our claim.

Date : \_\_\_\_\_ Signature of Contractor

Name of : \_\_\_\_\_  
Date : \_\_\_\_\_  
Su : \_\_\_\_\_  
A : \_\_\_\_\_  
Date : \_\_\_\_\_

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Bharat Heavy Electricals Ltd.

Annexure- V

PRICE PROFORMA

S. No.	Item Description	Qty.	Amount inclusive of all taxes/duties except service tax (in Rs.)
1	Consolidated price per month for Scope as per Annexure II, all inclusive (single quote only) - For Print Media	In Lump sum	
2	Sl. No. 1 in words		
3	Service Tax, as applicable for Proprietorship (Payable subject to verification) : _____ %		
4	Service Tax, as applicable for HUF/Partnership (Payable subject to verification) : _____ %		
5	Service Tax, as applicable for Companies (Payable subject to verification) : _____ %		

Signature \_\_\_\_\_

Seal of the firm/agency \_\_\_\_\_

जगदीश मिश्रा

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प्लॉट नं. 15, पार्लियामेंट रोड



Bharat Heavy Electricals Ltd.

**Annexure - VI**

**NO DEVIATION CERTIFICATE**  
**(to be given on bidder's letter head)**

**Certificate of Acceptance**

Certified that we have read and understood all the terms and conditions of the Tender No. Tender No. CC/MENC/02/2016-17 dated 22.12.2016 and that our company/ firm, namely, ..... do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Date:

Signature of Authorised Signatory

Place:

(Designation)

जया मित्रा

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नई दिल्ली - 110001 / New Delhi - 110001



Bharat Heavy Electricals Ltd.

**Annexure-VII**

**DECLARATION CERTIFICATE (Infrastructure and Machinery)**

**(to be given on Bidder's letter head)**

I/We, do hereby declare that we possess a full-fledged office with state-of-the-art 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)**

जगदीश मिश्रा

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नई दिल्ली - 110001 (New Delhi)





Bharat Heavy Electricals Ltd.

**Annexure-VIII**

**DECLARATION CERTIFICATE (LEGAL)**

**(to be given on Bidder's letter head)**

I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm /Company or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**(Signature & Seal of the firm)**

जया मिता

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नई दिल्ली - 110001 / New Delhi - 110001

**Annexure – IX**

**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)**

- a. 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-VI.
- c. **Declaration Certificate (Infrastructure and Manpower)** as per Annexure-VII
- d. **Declaration Certificate (Legal)** as per Annexure-VIII
- e. **Check List** as per Annexure-X
- f. **Brief Company Profile & a detailed Client List**

**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.

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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.

All Parts of the offer, i.e. Part I and II in an individual sealed covers, 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.

जगमिता

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मार्ग / 5, Parliament Street  
नई दिल्ली / New Delhi - 110 011



Annexure – X

Checklist

S.No.	Description /Item	Enclosed Yes/No
1.	<b>Earnest Money Deposit</b> of Rs. 7,680/- as per Clause No. 2.0 of the Special Terms & Conditions (Annexure II)	Yes/No
2.	<b>No deviation Certificate</b> as per Annexure – VI on your letter head.	Yes/No
3.	<b>Declaration Certificate (Infrastructure and Machinery)</b> as per Annexure-VII on your letter head	Yes/No
4.	<b>Declaration Certificate (Legal)</b> as per Annexure-VIII	Yes/No
5.	<p>Documents/ Information required as per Clause-1.0 of Annexure-II of <b>ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)</b></p> <ul style="list-style-type: none"> <li>• Copy of Letter of empanelment/ rate contract/ Work order received from PSUs/Govt./ Listed companies to this effect in support of a minimum of 3 years experience.</li> <li>• List of purchase order(s)/release order(s) for providing media monitoring and analysis services as per point (ii) of clause 1.0 of Annexure II</li> <li>• Proof of Office premises</li> <li>• Balance sheets, P&amp;L Account, Certified True Copy for financial year 2013-14, 2014-15 and 2015-16</li> <li>• Copy of proof of registration for various taxes, as may be applicable</li> </ul>	Yes/No

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6.	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
7.	<b>Part I (Techno-commercial Bid)</b> 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
8.	<b>Part 'II'</b> sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure V	Yes/No
9.	Brief Company Profile & Client List	Yes/No

जगमि

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