



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


**Tender Document**  
**For Empanelment of Advertising Agencies**

**Tender Enquiry No.: CC/ADEM/01/2014-15 dated 19.07.2014**

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

**Cost of Tender Document: Rs. 1,000.00 (Rupees One Thousand Only)**

**Total No. of Pages: 55**

  
भारत भारी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
कॉर्पोरेट संपर्क / Corporate Communication  
जीवन तारा बिल्डिंग / Jeevan Tara Building  
5, संसद मार्ग / 5, Parliament Marg  
नई दिल्ली-110 001 / New Delhi-110 001

**ISSUE LETTER OF TENDER DOCUMENT****NAME OF WORK** : Empanelment of Advertising Agencies**TENDER NO** : Tender No. CC/ADEM/01/2014-15

1. One set of Tender document is hereby issued to:

Name of the Bidder:

Date of Issue:

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
Empanelment of Advertising Agencies	1,000/-	19.07.2014	02.08.2014 by 11:00 hrs	02.08.2014 at 14:00 hrs

2. The fees for this set of tender document is Rs. 1,000/- (non-refundable). The tender document is sold vide Receipt of DD/ Pay Order No \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on bank \_\_\_\_\_

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



## NOTICE INVITING TENDER

To handle various image building, advertising and miscellaneous PR activities for all BHEL offices (country-wide), sealed offers under two part bid system are invited from Indian, Technically Competent, Experienced and Financially sound advertising agencies (meeting Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) for empanelment in two separate categories i.e. Category 'A' and Category 'B'.

The shortlisted agencies shall subsequently enter into separate rate contract with BHEL for various activities as listed in the Scope of Work (Annexure II (A) for Category 'A' and Annexure II (B) for Category 'B' of the tender enquiry). Agencies may please note that work shall be allocated to agencies as per the category of their empanelment i.e. Category 'A' agencies shall be allocated work earmarked for Category 'A' and Category 'B' agencies for the work earmarked for Category 'B'. In case of advertisement, Category 'A' agencies shall do all types of advertisement (including NIT/ Notice/ EOI/ Appointment/ Classified Advertisements) irrespective of the cost. Also, the-finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the lowest bidder, in the tender enquiry. The duration of empanelment and rate contract shall be for a period of two years which can be extended by another one year. Following points relevant to the tender may please be noted and complied with:

### 1.0 Salient features of NIT

Sl. No.	ISSUE	DESCRIPTION
i	Tender no.	NIT NO. CC/ADEM/01/2014-15
ii.	Name of Work	Tender for Empanelment of Advertising Agencies
iii.	Tender Document Cost	Rs 1,000/- (One Thousand only) payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
iv.	Earnest Money Deposit (EMD)	Rs 2,00,000/- (Two Lakh only) payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
v.	Sale of Tender	From 19.07.2014 to 01.08.2014 (during office hours i.e. 9 AM to 5:30 PM on working days)
vi.	Place of Issue of Tender	BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg, New Delhi-110001

vii.	Submission/ Receipt of tenders	Upto 11:00 hrs on 02.08.2014 at BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
viii.	Opening of Tender	At 14:00 hrs on 02.08.2014 at BHEL, Corporate Communication Jeevan Tara Building, 5, Sansad Marg New Delhi-110001
ix.	Last Date of seeking clarification(s)	In writing, at least 3 days ahead of the date of submission of bids at the address of the undersigned.
x.	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 webpage ( <a href="http://www.bhel.com">www.bhel.com</a> ) & <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information

## 2.0 Terms and Conditions

- 2.1 Interested Agencies (meeting QR criteria as per Clause 1.0 of Special Terms and Conditions, Annexure III of the tender enquiry) may collect the tender document from BHEL Corporate Communication office by paying Rs 1,000/- by way of a DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi.
- 2.2 For obtaining the tender, along with the DD/ Pay Order, the agencies would be required to give a letter on their letter head requesting for the document.
- 2.3 **Interested agencies can bid for only one category. Advertising agencies shall not be allowed to bid for both the categories i.e., Category 'A' and Category 'B'. In case, any agency submits bids for both the categories, their offers shall be rejected for both the categories.**
- 2.4 **An advertising agency which has applied in one category and is found to be not-fulfilling the QR criteria for that category, it will not be considered for evaluation in the other category even if it meets the QR of the other category.**
- 2.5 Mere issuance of tender document/ obtaining tender document through BHEL web site should not be construed that the bidder is considered qualified.
- 2.6 The advertising agency/(ies) which has/have downloaded the tender document from BHEL website/ Government e-portal are required to pay Rs.1,000/- in a separate envelope **(not to be enclosed inside sealed**

- envelope for tender)** while submitting their bid, by way of DD / Pay Order towards the cost of the tender failing which tender will not be accepted.
- 2.7 The Bidding Document is non-transferable.
  - 2.8 The tender document shall not be sent by post.
  - 2.9 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.
  - 2.10 Your offer shall be accompanied with a DD / Pay Order for Rs. 2,00,000/- drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards Earnest Money Deposit (EMD)
  - 2.11 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.
  - 2.12 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.
  - 2.13 Bidders will not be allowed to quote in association with their group companies or in association with other companies. Therefore, all the supporting documents required to be submitted with the tender documents are to be in the name of bidding advertising agency only. However, in case the bidder is only a 'Creative' agency without an INS Accreditation (required as per QR), the agency can furnish INS accreditation of its 'Media Buying' group company/ sister concern, subject to providing documentary evidence/ proof of being sister concerns. The other parameters of the QR are required to be met by the 'Creative' agency only and for the other parameters, the sister concern will not be taken into consideration.
  - 2.14 The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the lowest bidder, in the tender enquiry.
  - 2.15 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



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

Date: 19.07.2014  
Place: New Delhi

**Enclosures:**

Annexure- I	: BHEL- Corporate Profile
Annexure- II (A)	: Scope of Work for Category 'A' agencies
Annexure- II (B)	: Scope of Work for Category 'B' agencies
Annexure- III	: Special Terms & Conditions (includes QR for both Categories)
Annexure- IV	: General Terms & Conditions
Annexure- V (A)	: Price Proforma for Category 'A' Agencies
Annexure- V (B)	: Price Proforma for Category 'B' Agencies
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- XI (A)	: Draft Contract Agreement for Category 'A' Agencies
Annexure- XI (B)	: Draft Contract Agreement for Category 'B' Agencies
Annexure- XII	: NEFT Details Format

## ANNEXURE I

## BHEL — CORPORATE PROFILE

Embarking upon the 50<sup>th</sup> Golden Year of its journey of engineering excellence, BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defence with over 180 products offerings to meet the needs of these sectors. The diverse product range includes steam turbines and generators for thermal power plants, gas turbines, hydro turbines, industrial turbo sets, boilers & boiler auxiliaries, heat exchangers, pressure vessels, Electrostatic precipitators, Desalination plants, pumps, solar PV, Locomotives, Integrated platform management system, control equipment, transformers, insulators and switchgears, to name a few. Establishment of BHEL in 1964 was a breakthrough for upsurge in India's Heavy Electrical Equipment industry. Sustained performance since inception and capability to manufacture the entire range of power plant equipment earned BHEL the coveted 'Maharatna' status in 2013.

BHEL as a part of Pt. Jawaharlal Nehru's vision was bestowed with the onus to make the country self reliant in manufacturing of heavy electrical equipment. This dream has been more than realized and the commendable contribution in nation building endeavour is going to continue likewise. Today, with 20,000 MW per annum capacity for power plant equipment manufacturing, BHEL's mammoth size of operations is evident from its widespread network of 17 Manufacturing Divisions, 2 Repair Units, 4 Regional Offices, 8 Service Centres, 8 Overseas Offices, 6 Joint Ventures, 15 Regional Marketing Centres and current project execution at more than 150 project sites across India and abroad. The total installed capacity base of BHEL supplied equipment 148 GW in India speaks volumes about the contribution made by BHEL to Indian power sector. BHEL's 57% share in India's total installed capacity and 65% share in the country's total generation from thermal utility sets (coal based) as of March 31, 2014 stand a testimony to this. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77 which is a reflection of company's commendable performance throughout. BHEL also has a widespread overseas footprint in 76 countries with cumulative overseas installed capacity of BHEL manufactured power plants nearing 10,000 MW including Malaysia, Oman, Iraq, the UAE, Bhutan, Egypt and New Zealand.

The high level of quality & reliability of BHEL products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., together with technologies developed in its own R&D centres. Most of its manufacturing units and other entities have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007).

BHEL has faced challenges with aplomb throughout all the phases of its illustrious journey. Right from its incorporation in a protected market to facing the pressures of a liberalized economy and the current slowdown in the economic environment, BHEL has evolved with transforming its strategies from product manufacturing to market orientation; business excellence through portfolio restructuring and the current role of sustaining growth through diversification. BHEL owes its dexterity to the strong culture of strategic planning initiated in 1970's and today, the company is pursuing its seventh Corporate Plan with focus on capability enhancement, project execution, cost Competitiveness & Quality, Diversification, engineering & technology, and people development.

Diversification in transportation, transmission, Water & Renewables is the strategy adopted to maintain a balanced portfolio of offerings. The upcoming Ultra Mega Solar Power Project & MEMU coach factory in Rajasthan and integrated manufacturing facility for Solar PV systems in Maharashtra are the green shoots in this direction.

This strategy of diversifying and capitalizing new business opportunities stems from the commitment to innovation led growth which is an indispensable part of BHEL's business model. This is discernible through the new R&D policy aimed at product development and indigenization. R&D focus of the organization is quite diverse ranging from advance ultra supercritical thermal power plants to IGCC Power plants and grid connected renewable energy systems.

BHEL's greatest strength is its highly skilled and committed workforce of more than 48,000 employees who have been the cornerstones of BHEL's journey ensuring success. Further, the concept of sustainable development is inculcated in the DNA of BHEL which is evident from its mission statement-*"providing sustainable business solutions in the fields of energy, industry and infrastructure"*. BHEL is also engaging with the society with its social initiatives aimed at Community Development, Health & Hygiene, Education, Environment Protection, Disaster Management, and Talent up gradation/ Skill development.

The future is filled with both exciting opportunities & gruelling challenges. With the golden legacy of 50 illustrious years on its side, BHEL has embraced this business dynamism by expanding its offerings and enhancing competitiveness seeking to realize its long term vision and stay relevant with the changing times. Creating new business avenues and maximizing the utilization of available infrastructure will be the key to future growth and stakeholders' wealth enhancement.

**ANNEXURE – II (A)****SCOPE OF WORK FOR CATEGORY 'A' AGENCIES**

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

- Design, artwork, creation, preparation, and placement of all types of advertising (including /NIT/ Notice/ EOI/ Appointment/ Classified Advertisements) and publicity material in all the media including newspapers, magazines, films, TV, Radio, outdoor, etc. irrespective of the cost of placement of advertising and publicity material in the chosen media mix.
- Design adaptation of the advertisement already created to suit size of publication including output on CD and printout.
- Translation in Indian and Foreign Languages.
- Artwork, Composing, Design, Visualisation, preparing of dummy, etc. of Brochures (Corporate/Product), Coffee Table Books and Annual Reports leading to high visibility content for brand building of the company, etc. in English, Hindi and other languages.
- Design and Visualization of Calendars including dummy, print-ready file on CD/DVD and supervision of printing, if required.
- Making/ Updation of Corporate / Institutional / Product Video Film/ Multimedia including concept, treatment, script, shoot on SD/HD/Full HD
- Design of exhibition stall including layouts, drawings on professional software, design & detailing for each surface/poster, copy-writing, specifications for each item as per design and estimated cost for budgetary purposes, printing of posters/ panels/ translates/ vinyl cut etc.
- Printing of High Quality Flex
- Supervision of Printing and Publishing Jobs
- Industrial Photography
- Creation of 2D and 3D animations
- Designing of Logos
- Designing of Mementoes
- Public Relations activities involving Media Relations within the country
- Any other work related to the above but not specifically defined, may also form part of the scope as per requirement.

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

**ANNEXURE – II (B)****SCOPE OF WORK FOR CATEGORY 'B' AGENCIES**

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

- Composing and placement of NIT/ Notice/ EOI/ Appointment/ Classified Advertisements, wherein the cost of placement of material in the chosen media mix is upto Rs. Ten Lakh.
- Translation in Indian and Foreign Languages.
- Artwork, Composing, Design, Visualisation, preparing of dummy, etc., of Leaflets, Folders, Management Messages and other printer material, etc. in English, Hindi and other languages.
- Design of Greeting Cards, Invitation Cards, Stickers, Stamps, Banners, Stationary, Backdrops, etc.
- Supervision of Printing and Publishing jobs
- Hiring of Octonorm Systems
- Designing, Artwork, Composing for Newsletters/In-House Journals
- Any other work related to the above but not specifically defined, may also form part of the scope as per requirement.

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

  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
कॉर्पोरेट संचार/Corporate Communication  
जीवन तारा भिल्डिंग / Jeevan Tara Bldg.  
5, संसद मार्ग / 5, Parliament Street  
नई दिल्ली-110 001/ New Delhi-110 001

### ANNEXURE III

#### SPECIAL TERMS AND CONDITIONS

#### 1.0 ELIGIBILITY CONDITIONS/ QUALIFICATION REQUIREMENT

#### 1.1 QUALIFICATION REQUIREMENT (QR) FOR CATEGORY 'A' AGENCIES

Offers shall be considered only from INDIAN, TECHNICALLY COMPETENT, EXPERIENCED AND FINANCIALLY SOUND agencies who meet the following QUALIFICATION REQUIREMENT:

S.No.	Parameter/Criteria/Requirement	Minimum Requirement	Documents required in support
i	<b>Period of INS Accreditation</b> (As per prevailing market practices, INS accredited advertising agencies with dedicated group companies for release of advertisements will be allowed to apply jointly for empanelment. This will however be allowed subject to the agency providing documentary evidence/proof of being sister concerns). The other parameters of the QR are required to be met by the 'Creative' agency only and for the other parameters, the sister concern shall not be taken into consideration	Full and Continuous Accreditation with Indian Newspaper Society (INS) for the last 3 years ending 30.06.2014.	Self Certification confirming accreditation from INS for the last 3 years ending 30.06.2014, continuously without any break (BHEL shall confirm the accreditation status of the agencies meeting QR from INS, before opening Price Bids)
ii	<b>Annual turnover for advertising, media/events/publishing/films (corporate/product) business.</b>  2011-12 2012-13 2013-14	An average of at least Rs. 30 Crore per annum for the last three financial years.i.e., 2011-12, 2012-13 and 2013-14	Certified true copy of Audited Balance Sheet, Profit and Loss Account and Income Tax Returns duly vetted by the CA (same as the statutory auditor of the company). However in case, if the bidder is not able to submit the balance sheet/P&L/Income Tax Returns for

			the year 2013-14, due to non-finalization of accounts, CA Certificate in original, certifying the turnover shall also be acceptable. Along with the above, the following documents are also required: 1. Copy of PAN card 2. Copy of Service Tax Registration Certificate
iii	<b>No. of organizations served</b>		
	PSUs /Govt	At Least Five during the last two years ending 30.06.2014	Copy of Letter of empanelment or copy of Work order/Release Order
iv.	<b>Possess a Creative &amp; Media unit with a full-fledged office with state-of-the-art infrastructure and manpower including creative team, production supervisors, etc.</b>	Atleast three locations out of the following six locations: Delhi NCR (Delhi / Gurgaon / Noida / Faridabad / Ghaziabad), Mumbai, Chennai, Kolkata, Hyderabad, Bangalore	Address proof shall be either one of the following: Letter from INS, OR Registration with Local Tax Authorities OR Latest Electricity Bills, OR Latest Telephone Bills in the name of the agency or Valid Lease agreement/Rent Agreement in the name of the agency Along with the above the following documents are also required: • Details of

			manpower (key personnel) including, list of office equipment. • Declaration Certificate (Infrastructure and Manpower as per Annexure VII)
v	<b>No. of Offices</b>	Minimum in two other cities <b>other than</b> Delhi NCR, (Delhi Gurgaon / Noida / Faridabad / Ghaziabad) Mumbai, Chennai, Kolkata, Hyderabad, Bangalore	Address proof shall be either one of the following: Letter from INS, OR Registration with Local Tax Authorities OR Latest Electricity Bills, OR Latest Telephone Bills in the name of the agency or Valid Lease agreement/Rent Agreement in the name of the agency
vi	<b>Capability in electronic media</b>	Copy of latest work order/Release Order received from Govt/PSU/listed company	Copy of latest work order/Release Order received from Govt/PSU/listed company

## 1.2 QUALIFICATION REQUIREMENT (QR) FOR CATEGORY 'B' AGENCIES

Offers shall be considered only from INDIAN, TECHNICALLY COMPETENT, EXPERIENCED AND FINANCIALLY SOUND agencies who meet the following QUALIFICATION REQUIREMENT:

S.No.	Parameter/Criteria/Requirement	Minimum Requirement	Documents required in support
i	<b>Period of INS Accreditation</b> (As per prevailing market practices, INS accredited advertising agencies with dedicated group companies for release of advertisements will be allowed to apply jointly for empanelment. This will however be allowed subject to the agency providing documentary evidence/proof of being sister concern). The other parameters of the QR are required to be met by the 'Creative' agency only and for the other parameters, the sister concern shall not be taken into consideration	Full and Continuous Accreditation with Indian Newspaper Society (INS) for the last 3 years ending 30.06.2014.	Self Certification confirming accreditation from INS for the last 3 years ending 30.06.2014, continuously without any break (BHEL shall confirm the accreditation status of the agencies meeting QR from INS, before opening Price Bids)
ii	<b>Annual turnover for advertising, media/events/publishing/films (corporate/product) business.</b>  2011-12 2012-13 2013-14	An average of at least Rs.15 Crore per annum for the last three financial years, i.e., 2011-12, 2012-13 and 2013-14	Certified true copy of Audited Balance Sheet, Profit and Loss Account and Income Tax Returns duly vetted by the CA (same as the statutory auditor of the company). However in case, if the bidder is not able to submit the balance sheet/P&L/Income Tax Returns for the year 2013-14, due to non-finalization of accounts, CA Certificate in original, certifying the turnover shall also be acceptable. Along with the above, the following

			documents are also required: 1. Copy of PAN card 2. Copy of Service Tax Registration Certificate
iii	<b>No. of organisations served</b> • PSUs /Govt.	At Least Three during the last two years ending 30.06.2014	Copy of Letter of empanelment or copy of work order/release order
iv.	<b>Possess a Creative &amp; Media unit with a full-fledged office with state-of-the-art infrastructure and manpower including creative team, production supervisors, etc.</b>	One in <b>Delhi NCR</b> (Delhi / Noida / Gurgaon / Ghaziabad / Faridabad) <b>OR State Capital</b>	Address proof shall be either one of the following: Letter from INS, OR Registration with Local Tax Authorities OR Latest Electricity Bills, OR Latest Telephone Bills in the name of the agency or Valid Lease agreement/Rent Agreement in the name of the agency Also, the agencies shall submit the following: 1. Details of manpower (key personnel) including, list of office equipment. 2. Declaration Certificate (Infrastructure and Manpower as per Annexure VII)
v	<b>No. of Offices</b>	Minimum in two cities <b>other than the one</b> no. mentioned at S.No. iv	Address proof shall be either one of the following: Letter from INS, OR Registration with

		above	Local Tax Authorities OR Latest Electricity Bills, OR Latest Telephone Bills in the name of the agency or Valid Lease agreement/Rent Agreement in the name of the agency
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## 2.0 IMPORTANT CONDITIONS

- 2.1 Bidders will not be allowed to quote in association with their group companies or in association with other companies. Therefore, all the supporting documents required to be submitted with the tender documents are to be in the name of bidding advertising agency. However, in case the bidder is only a 'Creative' agency without an INS Accreditation (required as per QR), the agency can furnish INS accreditation of its 'Media Buying/ Advertisement releasing' group company/ sister concern, subject to providing documentary evidence/ proof of being sister concerns. The other parameters of the QR are required to be met by the 'Creative' agency only and for the other parameters, the sister concern will not be taken into consideration.

## 3.0 EVALUATION OF TENDER AND AWARD OF WORK:

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

The process of evaluation is detailed hereunder:

### 3.1 Techno-Commercial Evaluation

- 3.1.1 A committee to open Techno-commercial bids submitted by agencies and screen/shortlist agencies on the company's qualification requirement (QR - Annexure III) indicated in the tender.
- 3.1.2 The committee will verify the accreditation status of the agencies meeting QR from Indian Newspaper Society (INS) before opening Price Bids.

### 3.2 Price Evaluation

- 3.2.1 The committee will then open price bids of all the agencies meeting QR as notified in the tender enquiry.

3.2.2 The committee will then counter-offer the lowest rates received from any of the shortlisted agencies for all individual items in the Price Bid Format (within their respective categories for items exclusive to their category) to all the agencies for their acceptance. In case of refusal to match these rates by any agency, their bid shall be rejected.

3.2.3 **Regarding items common to both the Categories:** Supervision of Printing and Publishing jobs (S.No.10.1, Annexure V (A) for Category 'A' agencies and S.No.7.1, Annexure V (B) for Category 'B' agencies) and Translation in Indian or Foreign Languages (S.No. 2.0, Annexure V (A) for Category 'A' agencies and S.No.1.0, Annexure V (B) for Category 'B' agencies) are in the scope of work of both the Categories. These items shall be dealt as follows:

- (i) The agencies will be required to match L1 rates (% of Production Cost) for Supervision for printing **within their respective categories only, i.e.,** Category 'A' agencies are required to meet lowest rate (L1 rate) for Supervision within 'A' Category agencies and Category 'B' agencies are required to meet lowest rate (L1) for Supervision within 'B' category agencies.
- (ii) In case of Charges for Translation in Indian or Foreign Language, agencies meeting QR (both in Category 'A' and 'B') shall have to match L1 rates among all the agencies **irrespective of the category.** In case of refusal to match these rates by any agency, their bid shall be rejected.

#### 4.0 REGARDING CATEGORISATION

- 4.1 Interested agencies can bid for only one category. Advertising agencies shall not be allowed to bid for both the categories i.e., Category 'A' and Category 'B'. In case, any agency submits bids for both the categories, their offers shall be rejected for both the categories.
- 4.2 If any agency which has applied in one category and it gets disqualified in that category, it will not be considered for evaluation in the other category even if it meets the QR requirements of the other category.

#### 5.0 DURATION OF EMPANELMENT AND RATE CONTRACT

- 5.1 Empanelment for a period of two years would be done with the short-listed agencies selected as per the process detailed in 3.0 above. BHEL shall enter into a rate contract with these selected agencies (on rates as finalized in the Price Evaluation above) for a period of two years, with an option of extending it for a further period of one year.
- 5.2 The draft contract to be entered into with successful agencies in given at Annexure – XI (A) for Category 'A' Agencies and Annexure XI (B) for Category 'B' agencies.

## 6.0 QUERIES OF BIDDERS

- 6.1 Bidder(s) are required to send their queries, if any, in writing at least 3 days ahead of the date of submission of bids.

## 7.0 EXPENSES TO BE BORNE BY BIDDERS

- 7.1 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.

## 8.0 CONTRACT AGREEMENT

- 8.1 The successful Bidder shall be required to execute a contract Agreement with BHEL as per Performa attached with this document on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Delhi within 7 days from the date of intimation by BHEL. The cost of stamp paper shall be borne by successful Bidder. The draft contract to be entered into with successful agencies in given at Annexure – XI (A) for Category 'A' Agencies and Annexure XI (B) for Category 'B' agencies. BHEL reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

## 9.0 PENALTY- QUALITY

- 9.1 If the final product/work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, 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.

## 10.0 LIQUIDATED DAMAGES – DELAY

- 10.1 Since the jobs involving publishing of advertisements are time bound, in case of delay/non-completion of the job in time, BHEL may suspend the empanelment with immediate effect and start proceedings for termination of the contract as per clause no. 17.0 of General Terms and Conditions (Annexure IV) of the tender enquiry.
- 10.2 BHEL shall levy and recover by way of adjustment from the pending bills of the Agency penalty at the rate of 0.5 per cent per week subject to a maximum of 5% of the order value. In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition (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.

## 11.0 RISK PURCHASE

- 11.1 BHEL at its option will be entitled to terminate the contract and get the work done elsewhere at the risk and cost of the agency either the whole of the goods/services or part thereof which the agency has failed to deliver within the stipulated time or if the same are not available, with the best and the nearest available substitute thereof.
- 11.2 The agency shall be liable for any loss which BHEL may sustain by way of such risk purchases, in addition to penalty at the rate mentioned in clause 9.0 above.

## 12.0 PERIODIC REVIEW

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

## 13.0 OTHER IMPORTANT CONDITIONS

- 13.1 The ownership of the Creatives of the selected advertising agencies will at all times vests with BHEL and the advertising agencies will have no proprietary or other rights in respect of the same
- 13.2 The selected advertising agency will be responsible for any copyright issues / plagiarism resorted to by the advertising agency. BHEL will not be a party to any dispute arising out of copyright violation / plagiarism by the advertising agency.
- 13.3 Bidding document is not transferable. Bidding document once issued shall not be transferable in any other name.
- 13.4 The finalization of party among all the empanelled agencies for release of advertisements in chosen media mix is by way of limited tender enquiry among all the empanelled agencies (as per notified Scope of Work) and award of work to the lowest bidder, in the tender enquiry.

  
S. S. Sharma  
Bharat Heavy Electricals Limited  
Corporate Communication  
BHEL Bhilai, Bilaspur, Jharkhand  
Bhilai, Jharkhand  
New Delhi-110 001

## ANNEXURE IV

## GENERAL TERMS AND CONDITIONS

## 1.0 SUBMISSION OF OFFER

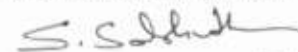
- 1.1 Advertising agencies can bid in only one Category
- 1.2 Your offer should be complete in all respects (refer Annexure X).
- 1.3 Offer should be either typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.
- 1.4 **Part I B – Techno-Commercial bid of the offer should be properly indexed, page numbered and submitted in a spiral-bound file.**

## 2.0 EARNEST MONEY DEPOSIT (EMD)

- 2.1 Your offer shall be accompanied with a DD / Pay Order for Rs. 2,00,000/- drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. Offers received without EMD shall be rejected. The EMD submitted by the bidders shall be refunded within thirty days of selection of successful advertising agencies.
- 2.2 Bidders may please note that EMD carries no interest. EMD shall be forfeited if after opening of tender, the bidder revokes his tender within the validity period.
- 2.3 EMD of successful bidder shall be refunded after submission of security deposit.

## 3.0 PRICE

- 3.1 Price quoted should be firm and valid for duration of empanelment.
- 3.2 Price to be given in figures without any correction/ overwriting. If there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and the corrected amount calculated by BHEL, higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection will be entertained by BHEL in this regard. Decision of BHEL in this regard will be final.
- 3.3 The bidders are required to quote essentially for the entire scope of work.
- 3.4 Price to be filled-in strictly as per the Price Proforma enclosed as Annexure-V (A) and V (B). Change in Proforma is not allowed. **No remarks/ Notes/ Deviations/ Conditions are to be filled in Price Proforma. Only values are required to be filled.**
- 3.5 The price quoted should be inclusive of all taxes, duties and levies excluding service tax.
- 3.6 Offers not fulfilling any of the above conditions are liable to be rejected.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
कॉर्पोरेट स्क्वायर / Corporate Communication  
जीवन तारा बिल्डिंग / Jaavan Tara Bldg.  
5, संसद मार्ग / 5, Parliament Street  
नई दिल्ली-110 001 / New Delhi-110 001

#### 4.0 VALIDITY OF OFFER

- 4.1 Your offer should remain valid for a period of 90 days from the date of opening of the tender for our acceptance.

#### 5.0 TAXES

- 5.1 It is mandatory to comply with all taxes applicable for the required services. The price should be inclusive of all taxes, duties and levies except service tax. However, the amount towards Service Tax should be indicated separately in the specified place in Price Proforma enclosed as Annexure-V (A) and V (B).
- 5.2 The agency must have registration under all applicable taxes/registrations required for performing works throughout the country. BHEL shall not be responsible, in any way, for violation of any rules/regulations by the Advertising Agency.

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

- 6.1 The successful agencies shall be required to furnish security deposit / Performance Guarantee of Rs. 2.0 Lakh within 7 days from the date of intimation by BHEL by way of "Performance Bank Guarantee" in favour of BHEL. Bidders to note that Security Deposit / Performance Guarantee carry no interest. Security deposit shall be forfeited / Bank Guarantee encashed in case of non-fulfillment of conditions of the contract/delay.

#### 7.0 PRICE ESCALATION CLAUSE

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

#### 8.0 TERMS OF PAYMENT

- 8.1 Separate work orders shall be placed for each work.
- 8.2 Full payment shall be released within thirty days from the date of receipt of bills after successful completion of the work as per work order.
- 8.3 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 8.4 BHEL reserves the right to make payment through E-mode. Successful advertising agency shall be required to furnish the following information upon selection on its letter head as per Annexure XII.

#### 9.0 LATEST UPDATES

- 9.1 All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites ([www.bhel.com](http://www.bhel.com)) and

<http://eprocure.gov.in>) only and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

## 10.0 ARBITRATION

- 10.1 Any dispute or difference, whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract or breach thereof shall be referred to the sole arbitration of the Head of Corporate Communication of BHEL whose decision shall be final, conclusive and binding on the parties. The arbitrator shall give reason (s) for the award.
- 10.2 Subject to the above, the provisions of Arbitration Act 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

## 11.0 EFFECT AND JURISDICTION OF CONTRACT

- 11.1 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.

## 12.0 CONFIDENTIALITY

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

## 13.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 13.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty and confidentiality clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure VI.
- 13.2 Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure VI or counter terms and conditions prescribed by the Agency in the Tender shall not be considered and may lead to outright rejection of such offer.

## 14.0 INCOMPLETE TENDERS

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

## 15.0 CANCEL/SCRAP OF TENDER

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

## 16.0 LEGAL DECLARATION

- 16.1 The advertising agencies are required to give a declaration that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also the advertising agency should not have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. They also need to certify that their Firm /Company or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. The declaration format is as per Annexure VIII of the tender enquiry.

## 17.0 CONTRACT/ EMPANELMENT TERMINATION

- 17.1 BHEL reserves the right to terminate the contract /empanelment any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.
- 17.2 The process of termination shall involve evaluation of the performance, facts and circumstances by a BHEL committee. The proceedings shall be done in a transparent manner and the agency shall be given a reasonable opportunity, to the extent possible, to put forth his views and defend himself.
- 17.3 In case of termination of the contract/empanelment, the concerned agency/partner/director of the firm shall not be eligible to get themselves registered/empanelled under different company name/firm name across BHEL.
- 17.4 The Security Deposit / Performance Guarantee shall be forfeited / encashed if the contract/empanelment is terminated.
- 17.5 Once the contract is terminated, the agency will not be eligible for empanelment for a period of two years, beyond which this may be reviewed.

## 18.0 AUTHORISED OFFICER

- 18.1 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 advertising agency. The authorized officer shall hold all the meetings at Delhi only.


**19.0 CONTACT PERSONS**

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

Sh. Rohit Inder Singh – Dy. General Manager (CC)  
Tel.: 011-23365669, e-mail: ccris@bhel.in  
Fax: 011-23342769

Sh. Sandeep Agarwal – Sr. Executive (CC)  
Tel.: 011-23340472, email: sandeepagarwal@bhel.in  
Fax: 011-23342769

Sh. Sayed Salahuddin – Executive (CC)  
Tel.: 011-23346292, email: sayed@bhel.in  
Fax: 011-23342769

  
भारत भारी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
कॉर्पोरेट कार्यालय / Corporate Communications  
जीएन टाउन, गिडियाँ / Gyan Town  
नई दिल्ली-110004 / New Delhi-110004

**ANNEXURE V (A)**
**PRICE PROFORMA FOR CATEGORY 'A' AGENCIES**

S.No.	Work Description	Unit/Remarks	Amount including all taxes (excluding Service Tax)
1.	<b>ADVERTISEMENT</b>		
1.1	<b>Design and artwork for advertisement with artwork, visuals and copy irrespective of the SIZE, COLOUR, MEDIA, etc.</b> The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.		
1.1.1	Output of the accepted advertisement design in soft form on <b>CD</b> or through <b>e-mail</b>	Lumpsum in Rs. per accepted design	
1.1.2	Printout of the accepted advertisement design on coated paper in A3 size	Lumpsum in Rs. per accepted printout in A-3 size	
1.2	<b>Design and artwork for advertisement <u>with text only</u> irrespective of size, colour or media</b>		
1.2.1	Output of the accepted advertisement design on <b>CD</b>	Lumpsum in Rs. per accepted design	
1.2.2	Printout of the accepted advertisement design on coated paper in <b>A-3 size</b>	Lumpsum in Rs. Per accepted design in A-3 size	
1.3	<b>Design adaptation of the advertisement <u>already created</u> to suit particular size</b> (irrespective of the size, colour or media)		
1.3.1	Output on <b>CD</b>	Lumpsum in Rs. Per design per size	
1.3.2	Printout on coated paper in <b>A-3 size</b>	Lumpsum in Rs. Per printout	
1.4	<b>Set of artpulls of already designed advertisements</b>		
1.4.1	Printout in A4 <b>size</b> or equivalent on coated paper. Each set of artpulls shall consist of <b>10 printouts</b> .	Lumpsum Per set consisting of 10 printouts on A4 size coated paper	

Note: Designs should be of high resolution

2.	<b>TRANSLATION</b>		
2.1	<b>Indian Language</b>		
2.1.1	Translation in Indian Languages ( <b>Any Indian Language</b> ) (Pls. quote single price only. Pls. do not quote different prices for different languages.)	Rs. Per word per language.	
2.2	<b>Foreign Language</b>		
2.2.1	Foreign languages ( <b>Any foreign language</b> ) (Pls. quote single price only. Pls. do not quote different prices for different languages.)	Rs. per English word per language	
3.	<b>DESIGNING FOR:</b> <ul style="list-style-type: none"> <li><b>BROCHURES (PRODUCT/CORPORATE),</b></li> <li><b>ANNUAL REPORTS,</b></li> <li><b>COFFEE TABLE BOOK</b></li> </ul> <b>IN ENGLISH, HINDI OR ANY OTHER LANGUAGE</b>	<ul style="list-style-type: none"> <li>The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.</li> <li>For any subsequent versions, as in the case of Annual Report, No design charges would be applicable separately for the language version; only artwork charges per page would be payable.</li> </ul>	
3.1	Designing of Cover (Including Outer & inner covers) and printout on <b>A-4 size</b> coated paper. Irrespective of no. of colors, language and size	Lumpsum in Rs. Per accepted cover design	
3.2	Designing of inside Pages <b>with visuals</b> (Note: chargeable only for designed pages where distinctly new concepts are visualised.)	Lumpsum in Rs. Per page	

3.3	Designing of inside Pages <b>with text only</b> . (Note: chargeable only for designed pages where distinctly new concepts are visualised)	Lumpsum in Rs. Per page	
3.4	Designing of Tables or Charts or Graphs or Illustrations (irrespective of number of colors or size):		
a)	Tables	Lumpsum price in Rs. Per table	
b)	Charts	Lumpsum price in Rs. Per Chart	
c)	Graphs	Lumpsum price in Rs. Per Graph	
d)	Illustrations	Lumpsum price in Rs. Per Illustration	
4	<b>ARTWORK AND COMPOSING FOR:</b> <ul style="list-style-type: none"> <li>• BROCHURES (PRODUCT/CORPORATE),</li> <li>• ANNUAL REPORTS,</li> <li>• COFFEE TABLE BOOK</li> </ul> <b>IN ENGLISH , HINDI OR ANY OTHER LANGUAGE</b>		
4.1	Artwork and composing charges per page including page proofs in <b>B&amp;W</b> :	(Please note that page proofs shall be supplied <b>as many times as required</b> till finalization of the matter without extra charges. However, if dummy is required, the charges for making the dummy shall be paid extra as per item no. 5)	
4.1.1	Artwork and composing charges in any Indian Language (including English) <b>per page</b> including page proofs in <b>B&amp;W</b>	(Charges for translation, if any, shall be extra as per item no. 2)	
a)	Run on matter	Lumpsum in Rs. Per page	
b)	Tabular	Lumpsum in Rs. Per page	
4.1.2	Artwork and composing charges in any foreign language (excluding English) <b>per page</b> including page proofs in <b>B&amp;W</b>	(Charges for translation, if any, shall be extra as per item no. 2)	
a)	Run on matter	Lumpsum in Rs. Per page	
b)	Tabular	Lumpsum in Rs. Per page	
5.	<b>Preparation of Dummy wherever specifically required</b>		
5.1	Colour dummy in <b>A-4 size</b>	Lumpsum price in Rs. Per Page	
5.2	Colour dummy in <b>A-3 size</b>	Lumpsum price in Rs. Per Page	
5.3	Black & White dummy in <b>A-4 size</b>	Lumpsum price in Rs. Per Page	
5.4	Black & White dummy in <b>A-3 size</b>	Lumpsum price in Rs. Per Page	

6	<b>CALENDARS</b>		
6.1	<b>Design and Visualization of calendars with date pads and visuals</b> per page irrespective of the size. This shall include preparation of dummy and rendering print-ready file on <b>CD/DVD</b> . Note : The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.	Lumpsum price in Rs. Per page/sheet	
7	<b>VIDEO FILM / MULTI-MEDIA</b>		
7.1	<b>Making of Corporate / Institutional / Product Video Film excluding shooting.</b> This shall include: <ul style="list-style-type: none"> <li>• Concept,</li> <li>• Treatment,</li> <li>• Script,</li> <li>• Voice-over of professional voice-over artist,</li> <li>• Postproduction,</li> <li>• Editing and</li> <li>• Providing final finished film (mixed and unmixed master) on following formats and one copy on DVD/ any other media in vogue:</li> </ul>		
(i)	<b>SD</b>		
	a) Duration <b>up to 10 min.</b>	Lumpsum in Rs.	
	b) Duration <b>above 10 min. up to 20 min.</b>	Lumpsum in Rs.	
ii)	<b>HD</b>		
	a) Duration <b>up to 10 min.</b>	Lumpsum in Rs.	
	b) Duration <b>above 10 min. up to 20 min.</b>	Lumpsum in Rs.	
III)	<b>FULL HD</b>		
	a) Duration <b>up to 10 min.</b>	Lumpsum in Rs.	
	b) Duration <b>above 10 min. Up to 20 min.</b>	Lumpsum in Rs.	
7.2	<b>Updation/ Changes in existing Video Film</b>	Lumpsum in Rs.	
(A)	<b>For a Film upto 10 mins</b>		
(i)	Change in Voice Over, Graphics, Supers, Shots and Captions	Lumpsum in Rs.	

(ii)	Change in only Graphics/ Supers/ Shots/ Captions	Lumpsum in Rs.	
(iii)	Change in only Voiceover	Lumpsum in Rs.	
(B)	<b>For a Film above 10 mins and upto 20 mins</b>		
(i)	Change in Voice Over, Graphics, Supers, Shots and Captions	Lumpsum in Rs.	
(ii)	Change in only Graphics/ Supers/ Shots/ Captions	Lumpsum in Rs.	
(iii)	Change in only Voiceover	Lumpsum in Rs.	
7.3	<b>Shooting Charges:</b> For per day location shoot on SD/HD/FULL HD including adequate crew and equipment:		
i)	<b>SD</b>		
	a) Local	Lumpsum in Rs. per day	
	b) Outstation	Lumpsum in Rs. per day	
ii)	<b>HD</b>		
	a) Local	Lumpsum in Rs. per day	
	b) Outstation	Lumpsum in Rs. per day	
iii)	<b>FULL HD</b>		
	a) Local	Lumpsum in Rs. per day	
	b) Outstation	Lumpsum in Rs. per day	
<b>Note:</b> <ul style="list-style-type: none"> <li>Boarding and lodging, local transport would be provided by BHEL at BHEL locations.</li> <li>In case of outstation locations where BHEL makes the arrangements for lodging and boarding no charges towards this shall be payable. However, where BHEL has not made the arrangements, charges towards food, incidental charges, lodging &amp; boarding would be paid at actuals on production of original invoices / supporting vouchers.</li> <li>BHEL shall be making the travel arrangements for outstation locations. In the event of travel arrangements not made by BHEL, expenses incurred, such as First Class/AC II tier train fare or taxi charges and local travel by taxi, etc., as per the prevailing market rates, shall be reimbursed by BHEL on production of bills.</li> <li>BHEL shall not be liable to pay/compensate for last minute cancellation of the assignment due to unavoidable circumstances except cancellation charges for the tickets if booked directly by the agency.</li> </ul>			
7.4	<b>Multimedia</b> Making of Corporate / Institutional / Product Multimedia including concept, treatment, script, production, voice-over of professional voice-over artist for:		
	a) Duration up to 10 min.	Lumpsum in Rs.	
	b) Duration above 10 min. Up to 20 min.	Lumpsum in Rs.	
<b>Note:</b> Video shoot in case required would be operated as per item 7.3 above. Still photography, wherever required, would be carried out by BHEL empanelled photographer; boarding and lodging would be arranged for one agency representative by BHEL for directing the still/video coverage.			
8	<b>EXHIBITIONS</b>		
8.1	Design of complete exhibition stall including:	The rates are excluding cost of photographs / stock images, if any.	

	<ul style="list-style-type: none"> <li>Stall layout,</li> <li>Drawings on professional software like AUTO CAD, etc.,</li> <li>Design &amp; detailing for each surface/poster/translite,</li> <li>Copywriting,</li> <li>Bill of Quantities (BOQ) and specifications for each item as per design and</li> <li>Estimated cost for budgetary purposes, etc.</li> </ul> <p>The above shall be applicable for area:</p>	<p>Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL</p>	
8.1.1	Up to 15 sq. mtr.	Lumpsum in Rs.	
8.1.2	Up to 30 sq. mtr.	Lumpsum in Rs.	
8.1.3	Up to 50 sq. mtr.	Lumpsum in Rs.	
8.1.4	Up to 100 sq. mtr.	Lumpsum in Rs.	
8.1.5	Up to 300 sq. mtr.	Lumpsum in Rs.	
8.1.6	Up to 700 sq. mtr.	Lumpsum in Rs.	
8.2	<p>Designing of posters/translite/panel. This shall include the following:</p> <ul style="list-style-type: none"> <li>Design and visualization</li> <li>Copy writing</li> <li>Creation of graphic /illustration etc.</li> <li>Providing print ready / open file in required size for final production of the poster / translate</li> <li>The rates are irrespective of colour, size or media.</li> <li>The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.</li> </ul>	Lumpsum in Rs. Per accepted poster/design	
8.2.1	Design adaptation of the Poster/ Translite/ Panel already created, to suit a particular size (irrespective of the size) including updation in the text & visuals	Lumpsum in Rs. Per Design Per size	
8.3	<p><b>Printing of Posters / Panel / Translites / Vinyl Cut for exhibition purpose</b></p> <p>Note: <b>Print ready file (open)</b> of Translites/ Posters / Panel <b>shall be</b></p>		

	<b>provided by BHEL.</b>		
8.3.1	Digital printing of <b>posters / panels</b> in high quality photo medium including lamination (gloss or matt) on <b>both sides</b> . Posters are to be supplied in hard bond tube for carrying as accompanied baggage ( <b>without mounting</b> )	Rs. Per sq. inch	
8.3.2	Digital printing of <b>posters / panels</b> in high quality photo medium including lamination (gloss or matt) on <b>one side</b> and <b>mounted on 3mm sun board</b> (charges include cost of printing + 3 mm sun board + mounting charges)	Rs. Per sq. inch	
8.3.3	Digital printing of translites (backlit) on hi-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 3mm thickness upto the size of 5x4 feet	Rs. Per sq. inch	
8.3.4	Digital printing of translites (backlit) on hi-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 4mm thickness for the sizes upto 8x4 feet	Rs. Per sq. inch	
8.3.5	Digital printing of translites (backlit) on hi-quality media including lamination (matt or gloss as required) & mounting on (040) acrylic sheet of 5mm thickness for the sizes upto 8x4 feet	Rs. Per sq. inch	
8.3.6	Vinyl cutting of letters (e.g. logo, slogan lines) in different sizes and colours.	Rs. Per sq. inch	
9	<b>FLEX PRINTING</b>		
9.1	Printing on Hi-quality Flex including mounting on metallic or wooden frame for signages/ backdrops & display at the venue, etc., all inclusive but excluding transportation charges, which will be at actual & on production of bills – <b>for sizes where one dimension or both dimensions are within 10 feet</b>	Rs. Per sq. feet	
9.2	Printing on Hi-quality Flex including mounting on metallic or wooden frame for signages/ backdrops & display at the venue, etc., all inclusive but excluding transportation charges, which will be at actual & on production of bills – <b>for sizes where both dimension are more than 10 feet</b>	Rs. Per sq. feet	

9.3	Printing of Hi-Quality Flex Banner with provision of eyelet loops at four corners to enable hanging of the banner with rope or string	Rs. per square feet	
9.4	Printing of Hi-Quality Flex Banner with sides rolled to form loopso as to have provision for displaying the banner with metallic rods/wooden sticks	Rs. per square feet	
10.0	<b>SUPERVISION OF PRINTING AND PUBLISHING JOBS</b>		
10.1	Charges for Supervision of printing and publishing jobs, wherever specifically assigned on the production cost only. Note: Service / Supervision charges are not payable on paper cost for printing and publishing jobs.	Supervision charges in % of Production Cost	
11.0	<b>PUBLIC RELATIONS ACTIVITIES INVOLVING MEDIA RELATIONS WITHIN THE COUNTRY</b>		
11.1	Issuance of Press Release and ensuring media coverage irrespective of the language i.e. English, Hindi or vernacular	Lumpsum in Rs. Per release	
11.2	Organising Press Conference including : <ul style="list-style-type: none"> <li>• Inviting &amp; ensuring presence of journalists from print and electronic media</li> <li>• Reception &amp; manning at the venue</li> <li>• Coverage in print and electronic media</li> <li>• Providing set of news clippings &amp; recording of electronic media coverage of the event</li> <li>• (The above excludes charges printing of invitation cards, venue, backdrop, audio-visual, food, souvenirs, drafting of press release &amp; press kits)</li> </ul>	Lumpsum in Rs. Per event	
11.3	Interview with major publications / channels (One-on-One) in BHEL offices. (per interaction)	Lumpsum in Rs. Per interaction	
12.0	<b>INDUSTRIAL PHOTOGRAPHY- DIGITAL</b>		
12.1	Industrial photography in hi-resolution suitable for printing digital posters in large size around 8 ft. x 30 ft. or more without pixelisation. The industrial photographers should be experienced & equipped with	The output of the images shot with options will be required on DVD or any other media in vogue (after deleting the 'Not Good' pictures)	

	hi-end cameras, filters, lights & other required equipment		
i	Assignment charges for industrial photography <b>without lights</b> including one assistant & other equipment - <b>Local i.e. in the same station</b>	Lumpsum in Rs. Per day	
ii	Assignment charges for industrial photography <b>with lights</b> including one assistant & other equipment - <b>Local i.e. in the same station</b>	Lumpsum in Rs. Per day	
iii	Assignment charges for industrial photography <b>without lights</b> including one assistant & other equipment - <b>Outstation</b>	Lumpsum in Rs. Per day	
iv	Assignment charges for industrial photography <b>with lights</b> including one assistant & other equipment - <b>Outstation</b>	Lumpsum in Rs. Per day	
<b>Note:</b> <ul style="list-style-type: none"> <li>Boarding and lodging, local transport would be provided by BHEL at BHEL locations.</li> <li>In case of outstation locations where BHEL makes the arrangements for lodging and boarding no charges towards this shall be payable. However, where BHEL has not made the arrangements, charges towards food, incidental charges, lodging &amp; boarding would be paid at actuals on production of original invoices / supporting vouchers.</li> <li>BHEL shall be making the travel arrangements for outstation locations. In the event of travel arrangements not made by BHEL, expenses incurred, such as First Class/AC II tier train fare or taxi charges and local travel by taxi, etc., as per the prevailing market rates, shall be reimbursed by BHEL on production of bills.</li> <li>BHEL shall not be liable to pay/compensate for last minute cancellation of the assignment due to unavoidable circumstances except cancellation charges for the tickets if booked directly by the agency.</li> </ul>			
13.0	<b>LOGOS</b>		
13.1	Design of Logo	Lumpsum in Rs.	
14.0	<b>MEMENTOES</b>		
14.1	Designing of Mementoes	Lumpsum in Rs.	
15.0	<b>ANIMATION (FOR APPLICATION IN FILMS, MULTIMEDIA, ETC.)</b>		
15.1	<b>2D Animation</b>		
	(i) 2D Animation of 10 secs duration	Lumpsum in Rs.	
	(ii) Upto every 5 secs, thereof	Lumpsum in Rs.	

15.2	<b>3D Animation</b>		
	(i) 3D Animation of 10 secs duration	Lumpsum in Rs.	
	(ii) Upto every 5 secs, thereof	Lumpsum in Rs.	

Service Tax, as applicable for HUF/Partnership (Payable subject to verification) : \_\_\_\_\_ %

Service Tax, as applicable for Companies (Payable subject to verification) : \_\_\_\_\_ %

S.S. Iyer  
Bharat Heavy Electricals Ltd.,  
कोनार्ड संघर्ष / Concorde Communications  
जीयम तारा बिल्डिंग / Joyan Tara Bldg.  
5, राणा मार्ग / 5, Parliament Street,  
नई दिल्ली-110 001 / New Delhi-110 001

**ANNEXURE V (B)**
**PRICE PROFORMA FOR CATEGORY 'B' AGENCIES**

S.No.	Work Description	Unit/Remarks	Amount including all taxes (excluding Service Tax)
<b>1.0</b>	<b>TRANSLATION</b>		
<b>1.1</b>	<b>Indian Language</b>		
1.1.1	Translation in Indian Languages ( <b>Any Indian Language</b> ) (Pls. quote single price only. Please do not quote different prices for different languages.)	Rs. Per word per language	
<b>2.1</b>	<b>Foreign Language</b>		
2.1.1	Foreign languages (Any foreign language) (Pls. quote single price only. Please do not quote different prices for different languages.)	Rs. per English word per language	
<b>3.0</b>	<b>DESIGNING FOR:</b> <ul style="list-style-type: none"> <li>• LEAFLETS,</li> <li>• FOLDERS,</li> <li>• MANAGEMENT MESSAGES</li> <li>• OTHER PRINTED MATERIAL</li> </ul> <b>IN ENGLISH, HINDI OR ANY OTHER LANGUAGES</b>	<ul style="list-style-type: none"> <li>• The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.</li> <li>• For any subsequent versions, as in the case of Annual Report, No design charges would be applicable separately for the language version; only artwork charges per page would be payable</li> </ul>	
3.1	Designing of Cover (Including Outer & inner covers) and printout on <b>A-4 size</b> coated paper. Irrespective of no. of colors, language and size	Lumpsum in Rs.Per accepted cover design	
3.2	Designing of inside Pages <b>with visuals</b> (Note: chargeable only for designed pages where distinctly new concepts are visualised.)	Lumpsum in Rs.Per page	
3.3	Designing of inside Pages <b>with text only</b> . (Note: chargeable only for designed pages where distinctly new concepts are visualised)	Lumpsum in Rs.Per page	

3.4	<b>Designing of Tables or Charts or Graphs or Illustrations (irrespective of number of colors or size):</b>		
a)	Tables	Lumpsum price in Rs. Per table	
b)	Charts	Lumpsum price in Rs. Per Chart	
c)	Graphs	Lumpsum price in Rs. Per Graph	
d)	Illustrations	Lumpsum price in Rs. Per Illustration	
4.0	<b>ARTWORK AND COMPOSING FOR:</b> <ul style="list-style-type: none"> <li>• LEAFLETS,</li> <li>• FOLDERS,</li> <li>• MANAGEMENT MESSAGES</li> <li>• OTHER PRINTED MATERIAL</li> </ul> <b>IN ENGLISH, HINDI OR ANY OTHER LANGUAGES</b>		
4.1	Artwork and composing charges per page including page proofs in <b>B&amp;W</b> :	(Pls. note that page proofs shall be supplied <b>as many times as required</b> till finalization of the matter without extra charges. However, if dummy is required, the charges for making the dummy shall be paid extra as per item no. 5)	
4.1.1	Artwork and composing charges in any Indian Language (including English) <b>per page</b> including page proofs in <b>B&amp;W</b>	(Charges for translation, if any, shall be extra as per item no. 1)	
a)	Run on matter	Lumpsum in Rs. Per page	
b)	Tabular	Lumpsum in Rs. Per page	
4.1.2	Artwork and composing charges in any foreign language (excluding English) <b>per page</b> including page proofs in <b>B&amp;W</b>	(Charges for translation, if any, shall be extra as per item no. 1)	
a)	Run on matter	Lumpsum in Rs. Per page	
b)	Tabular	Lumpsum in Rs. Per page	
5.0	<b>Preparation of Dummy wherever specifically required</b>		
5.1	Colour dummy in <b>A-4 size</b>	Lumpsum Price in Rs. Per Page	
5.2	Black & White dummy in <b>A-4 size</b>	Lumpsum Price in Rs. Per Page	

<b>6.0</b>	<b>GREETING CARDS, INVITATION CARDS, STICKERS, STAMPS, BANNERS, STATIONARY, BACKDROPS, ETC.</b>		
6.1	Designing including providing print ready file on CD and one printout (colour or B&W) for:	<ul style="list-style-type: none"> <li>The rates are excluding cost of photographs / stock images, if any. Photographs / Stock images, if required and outsourced by the agency, would be chargeable at actuals subject to prior approval of BHEL and submission of bill of the party. However all liabilities including legal aspects would rest with advertising agencies for sourcing such stock images for BHEL.</li> <li>The designs shall be with or without visuals and irrespective of size, colour or media.</li> </ul>	
6.1.1	Greeting/Invitation Cards (printout upto A4 size)	Lumpsum price in Rs. Per accepted card design	
6.1.2	Stickers (printout upto A4 size)	Lumpsum price in Rs. Per accepted sticker design	
6.1.3	Stamps (printout upto A4 size)	Lumpsum price in Rs. Per accepted stamp design	
6.1.4	Banner (incl. one printout in A-3 size)	Lumpsum price in Rs. Per accepted banner design	
6.1.5	Stationary (printout upto A4 size)	Lumpsum price in Rs. Per accepted stationary design	
6.1.6	Backdrop (incl. one printout in A-3 size)	Lumpsum price in Rs. Per accepted backdrop design	
<b>7.0</b>	<b>PRINTING</b>		
7.1	Charges for Supervision of printing and publishing jobs, wherever specifically assigned on the production cost only. Note: Service / Supervision charges are not payable on paper cost for printing and publishing jobs.	Supervision charges in % of Production Cost	

8.0	<b>HIRE OF OCTONORM SYSTEM</b>		
8.1	Hire of Octonorm System (as per international standards & dimensions i.e. around 2.54 meter (H) X 1.0 meter (W) with both sides laminated ply including fixing of supplied sun-board posters, one spot light & wiring for each panel & its connection to nearest mains, as available at the location, all inclusive but excluding transportation, which will be at actual & on production of bills. (cost of vinyl or posters is not included and shall be extra as per relevant items of the rate contract)	Rs. Per running meter i.e. per unit	
9.0	<b>NEWSLETTER/IN-HOUSE JOURNAL</b>		
9.1	Designing, Artwork and Composing of Newsletter (4 Pages)	Lumpsum in Rs.	
9.2	Designing, Artwork and Composing of every two pages and multiples thereof	Lumpsum in Rs.	

Service Tax, as applicable for HUF/Partnership (Payable subject to verification) : \_\_\_\_ %

Service Tax, as applicable for Companies (Payable subject to verification) : \_\_\_\_ %

  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
 Bharat Heavy Electricals Limited  
 कॉर्पोरेट संस्कार / Corporate Communication  
 जीवन तारा बिल्डिंग / Jaavan Tara Bldg.  
 5, पार्लियामेंट स्ट्रीट / 5, Parliament Street  
 नई दिल्ली-110 001 / New Delhi-110 001

**ANNEXURE – VI****No Deviation Certificate****(to be given on Bidder's letter head)****Certificate of Acceptance**

It is certified that we have read and understood all the terms and conditions of the Tender No. CC/ADEM/01/2014-15 dated 19.07.2014.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Date:

Signature of Authorized Signatory

Place:

(Designation)

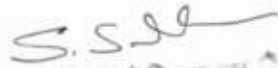


भारत भारी वी. ए. लिमिटेड  
Bharat Heavy Electricals Limited  
कॉर्पोरेट रास्ता / Corporate Communication  
जीवन तारा बिल्डिंग / Jeevan Tara Bldg.  
5, संसद रास्ता / 5, Parliament Street  
नई दिल्ली-110 001 / New Delhi-110 001

**ANNEXURE-VII****DECLARATION CERTIFICATE (Infrastructure and Manpower)****(to be given on Bidder's letter head)**

I/We, do hereby declare that we possess a Creative & Media unit with a full-fledged office with state-of-the-art infrastructure and manpower including creative team, production supervisors, etc. as listed under Qualification Requirement of Special Terms and Conditions (Annexure –III) 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.

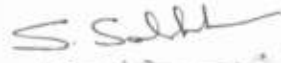
**(Signature & Seal of the firm)**

  
Bharat Heavy Electricals Limited  
कॉर्पोरेट कम्युनिकेशन / Corporate Communication  
जीवन हारा बिल्डिंग / Jeevan Tara Building  
5, पार्लामेंट रोड / P.S. Parliament St.  
नई दिल्ली-110 031 / New Delhi-110 001

**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)**

  
S. S. Saha  
Bharat Heavy Electricals Limited  
Corporate Communication  
Jawahar Tara Bldg.  
B, Block, 1st / 5, Parliament Street  
New Delhi-110 001/ New Delhi-110 001

**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 IV) of the tender enquiry.
- b) **No Deviation Certificate** as per Annexure-VI.

Offers received without EMD and 'No Deviation Certificate' 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-III), **Eligibility Conditions/Qualification Requirement (QR)**.
- b. **Declaration Certificate (Infrastructure and Manpower)** as per Annexure-VII
- c. **Declaration Certificate (Legal)** as per Annexure-VIII
- d. **Check List** as per Annexure-X

**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. **Part I B – Techno-Commercial bid of the offer should be properly indexed, page numbered and submitted in a spiral-bound file.**

**PART – 'II' : Containing Price Bid (Sealed Envelope)**

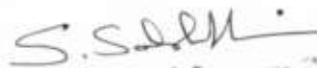
Envelope duly sealed and superscribed with 'PART II', should contain the the Price Bid as per Annexure V (A) for Category 'A' Agencies and Annexure V (B) for Category 'B' Agencies.

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

1. **Offer for Empanelment of Advertising Agencies.**
2. Due date and time of submission of offers.
3. Name and address of the bidder.
4. BHEL address as given in the covering letter.

**Note:**

1. The advertising agencies which have downloaded the tender document from BHEL website/ Government e-portal are required to pay Rs.1,000/- in a separate envelope **(not to be enclosed inside sealed envelope for tender)** while submitting their bid, by way of DD / Pay Order, drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards the cost of the tender, failing which bid will not be accepted.

  
Bharat Heavy Electricals Limited  
Public Affair / Corporate Communication  
House No. 10/101 / Jaswan Tara Bldg.  
E. Wing 101 / 5, Parliament Street  
New Delhi-110 001

## Annexure – X

Checklist

S.No.	Description /Item	Enclosed Yes/No
1.	<b>Earnest Money Deposit</b> of Rs. 2 lakhs as per Clause No. 2.0 of the General Terms & Conditions (Annexure IV)	Yes/No
2.	<b>No Deviation Certificate</b> as per Annexure – VI on your letter head.	Yes/No
3.	<b>Declaration Certificate (Infrastructure and Manpower)</b> as per Annexure-VII	Yes/No
4.	<b>Declaration Certificate (Legal)</b> as per Annexure- VIII	Yes/No
5.	Documents/ Information required as per Clause-1.0 of Annexure-III of <b>ELIGIBILITY CONDITIONS/QUALIFICATION REQUIREMENT (QR)</b>	Yes/No
6.	Signed and stamped copies of 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' (Annexure- II, III, IV) as token of acceptance.	Yes/No
7.	<b>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 &amp; Part I B</b>	Yes/No
8.	<b>Part 'II' sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure V (A) for Category 'A' and Annexure V (B) for Category 'B'</b>	Yes/No

  
 S. S. Dhillon  
 Bharat Heavy Electricals Limited  
 कॉर्पोरेट संचार / Corporate Communication  
 जीयन तारा बिल्डिंग / Jeevan Tara Building  
 5, संसद मार्ग / 5, Parliament Street  
 नई दिल्ली-110 001/ New Delhi-110 001

## Annexure – XI (A)

### DRAFT CONTRACT AGREEMENT FOR CATEGORY 'A' AGENCIES

This agreement made this --- day of ---, 2014 between *(full name of the Advertising Agency)*, a company registered under the Companies Act, 1956/Partnership Firm and having registered office/place of business at *(complete address of the Advertising Agency)* of the one part (hereinafter called the Advertising Agency) AND BHEL, Bharat Heavy Electricals Limited, a company registered under the Companies Act, 1956, having its registered office at "BHEL House", Siri Fort, New Delhi-110 049, through Corporate Communication Department, 5, Sansad Marg, Jeevan Tara Building, New Delhi-110 001 of the second part.

Where "Advertising Agency" is engaged in the business of consultancy in advertising, marketing and public relations.

And whereas BHEL is desirous of appointing "Advertising Agency" as one of its consultants to undertake and provide to BHEL, the services, hereinafter mentioned as and when entrusted to them.

And whereas "Advertising Agency" have agreed to provide the same to BHEL on the terms and conditions hereinafter appearing. Now, therefore, this agreement witnesses as follows:

### TERMS & CONDITIONS

**1.0 The Advertising Agency shall undertake and provide the following services broadly, as and when required by BHEL. However, detailed terms and conditions shall be incorporated in the final contract between BHEL and the agencies.**

- Design, artwork, creation, preparation, and placement of all types of advertising (including NIT/ Notice/ EOI/ Appointment/ Classified Advertisements) and publicity material in all the media including newspapers, magazines, films, TV, Radio, outdoor, etc. irrespective of the cost of placement of advertising and publicity material in the chosen media mix.
- Design adaptation of the advertisement already created to suit size of publication including output on CD and printout.
- Translation in Indian and Foreign Languages.
- Artwork, Composing, Design, Visualisation, preparing of dummy, etc. of Brochures (Corporate/Product), Coffee Table Books and Annual Reports leading to high visibility content for brand building of the company, etc. in English, Hindi and other languages.
- Design and Visualization of calendars including dummy, print-ready file on CD/DVD and supervision of printing, if required.
- Making/ Updation of Corporate / Institutional / Product Video Film/ Multimedia including concept, treatment, script, shoot on SD/HD/Full HD

- Design of exhibition stall including layouts, drawings on professional software, design & detailing for each surface/poster, copy-writing, specifications for each item as per design and estimated cost for budgetary purposes, printing of posters/ panels/ translates/ vinyl cut etc.
- Printing of High Quality Flex
- Supervision of Printing and Publishing Jobs
- Industrial Photography
- Creation of 2D and 3D animations
- Designing of Logos
- Designing of Mementoes
- Public Relations activities involving Media Relations within the country
- Any other work related to the above but not specifically defined, may also form part of the scope as per requirement.

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

- 1.1 Notwithstanding anything contained in clause 1.0, BHEL, shall have the option to obtain all or any of the aforesaid services from Media/Suppliers/ Publishers directly and in that event, BHEL may, if they so choose, utilize the services of Advertising Agency for supervising the execution of the same for which BHEL shall pay service charges only. The Agency shall not refuse for providing supervising services for execution of the job. The service charges payable have been specified.
- 2.0 Upon specific request made in writing by BHEL, the Agency shall book space, material etc., on behalf of BHEL in respect of any of the services specified in under Clause 1.0, at the minimum rates consistent with position, issues, quality specified in under Clause 1.0, at the minimum rate consistent with position, issues, quality and quantity required. The Agency shall obtain prior approval of BHEL in writing before entering into any contract whatsoever on its behalf and contract so entered into alone shall be honoured by BHEL.
- 3.0 The standard Agency commission of 15% or such other rates as may be prescribed by the Indian Newspaper Society from time to time on gross rates as allowed by Media/publishers/suppliers shall alone constitute the remuneration for the services rendered by the Agency pursuant to Clause 2.0. Wherever the work is not commission bearing, BHEL shall pay only service charges at ----% (to be taken from S.No. 10.1 of the price proforma at Annexure V A) of the net amount payable to Media/ publishers/suppliers. Service charges are not payable on paper cost in printing jobs.
- 3.1 The remuneration as aforesaid is for complete assignment which includes ensuring quality of material, reproduction as per specifications, proper liaison with media/publishers/suppliers and timely delivery of material, failing which BHEL shall

levy and recover by way of adjustment from the pending bills or the Agency penalty at the rate of 0.5 per cent per week subject to a maximum of 5% of the order value. In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition (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.

- 3.2 Charges for designing, artwork, translation etc., when entrusted by BHEL, shall be as detailed in Annexure-V A (BHEL Rate Card based on price proforma) to this agreement, which shall form part of the contract. The rates for each item mentioned therein are all inclusive of taxes except excluding service tax @ 12.36% or applicable rate from time to time. Charges for any work entrusted to the Agency and not covered by the said Annexure shall be subject to prior written approval of BHEL.

All reasonable out-of-pocket expenses incurred by the Agency such as First Class/AC-II tier train fare or taxi charges, lodging expenses and local travel by taxi as per the prevailing market rates in connection with travel undertaken by the Agency representatives for execution of jobs," packing, postage, courier charges, fax, packing & forwarding charges shall be billed to BHEL at actuals by the Agency subject to specific approval in writing by the Unit PR Head depending on the merit of the job, before assigning the job.

- 4.0 The Agency shall submit its complete bills with supporting vouchers as soon as possible after the end of the month in which the advertisement concerned appeared or service was rendered and/or material purchase.

- 4.1 The bills shall be paid by BHEL as soon as they are verified and in any case not later than 30 days from the receipt of the same or from the last date of the month in which the job was executed, whichever is earlier.

- 4.2 BHEL also agrees to pay to such media (TV /Radio, Audio- Visual) or for such services (Exhibitions/Displays) where advance payments have to be made to such organizations. The Agency shall, however, obtain BHEL's approval in writing before placing orders on its behalf.

BHEL shall indemnify the Agency against any loss that may be incurred as a result of any claims or proceedings brought against the Agency solely based on any advertisement approved by BHEL. The Agency shall however defend such claims or proceedings, if so required by BHEL, and the Agency shall not, save with the written consent of BHEL, compromise the same or do anything which will increase BHEL's liability. If material approved by BHEL is released to the media or duplicated according to BHEL's instructions, and then found to contain errors or omissions, BHEL shall be liable to pay media charge or duplication charges, as the case may be.

Similarly, the Agency shall indemnify BHEL against any claim or proceedings brought against it by reason or omission or negligence on its part or on the party of its servants/agents, in the performance of this agreement. Any claim arising out of

improper/illegal use or invasion of copyright pertaining to the, designs, visuals, copy matter provided by the Agency, shall be borne by the Agency, even if these designs were approved by BHEL.

4.3 The Agency shall not divulge any vital information obtained during the course of interaction with BHEL to outside parties.

5.0 This agreement shall be deemed to have come into force with effect from ---.2014 and shall remain in force up to ---.2016, with the provision, however, that either party may terminate this agreement by serving three months prior notice in advance in writing to the other party. But such termination shall be without prejudice to the rights accrued prior to such termination.

5.1 BHEL shall review the overall performance of the Agency after six months of working. If the Agency's performance is not found satisfactory, BHEL will have the right to disqualify the Agency from continuation in the panel without assigning any reason, even after the six months' period.

6.0 Notwithstanding anything contained in Clause 5.0, should the Agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever.

7.0 On the expiry of the Agreement or earlier termination of it, the Agency shall deliver to BHEL all materials, paper etc., and all other things belonging to or entrusted by BHEL to the Agency.

8.0 Save with the prior written consent of BHEL, the Agency shall not sublet or assign this agreement or part thereof and even when such consent is given it shall not absolve the Agency of its obligation under the agreement.

9.0 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract or breach thereof shall be referred to the sole arbitration of the Head of Corporate Communication of BHEL whose decision shall be final, conclusive and binding on the parties. The arbitrator shall give reasons for the award.

Subject to the above, the provisions of Arbitration Act 1996 and the Rules made thereunder shall be deemed to apply to the arbitration proceedings under this clause.

10.0 The courts in Delhi alone shall have the jurisdiction in respect of any legal proceedings arising out of these conditions.

In witness thereof, the parties have signed this agreement on the day and year above written.

For and on behalf of  
Name & seal of the  
Advertising Agency

For and on behalf of  
Bharat Heavy Electricals Ltd.

Witness 1 :

(Signature)

Name -

Address -

(Signature)

Name -

Address -

Witness 2:

(Signature)

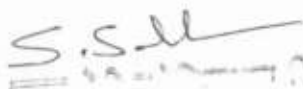
Name -

Address -

(Signature)

Name -

Address -

  
S. S. M.  
Bharat Heavy Electricals Limited  
कॉर्पोरेट कमन्स / Corporate Communication  
जनेवन तारा भिडिंग / Jnevan Tara Bldg.  
5, संसदीय भवन / 5, Parliament Street  
नई दिल्ली-110 001 / New Delhi-110 001

**Annexure – XI (B)****DRAFT CONTRACT AGREEMENT FOR CATEGORY 'B' AGENCIES**

This agreement made this --- day of ---, 2014 between (*full name of the Advertising Agency*), a company registered under the Companies Act, 1956/Partnership Firm and having registered office/place of business at (*complete address of the Advertising Agency*) of the one part (hereinafter called the Advertising Agency) AND BHEL, Bharat Heavy Electricals Limited, a company registered under the Companies Act, 1956, having its registered office at "BHEL House", Siri Fort, New Delhi-110049, through Corporate Communication Department, 5, Sansad Marg, Jeevan Tara Building, New Delhi-110001 of the second part.

Where "Advertising Agency" is engaged in the business of consultancy in advertising, marketing and public relations.

And whereas BHEL is desirous of appointing "Advertising Agency" as one of its consultants to undertake and provide to BHEL, the services, hereinafter mentioned as and when entrusted to them.

And whereas "Advertising Agency" have agreed to provide the same to BHEL on the terms and conditions hereinafter appearing. Now, therefore, this agreement witnesses as follows:

**TERMS & CONDITIONS**

1.0 The Advertising Agency shall undertake and provide the following services broadly, as and when required by BHEL. However, detailed terms and conditions shall be incorporated in the final contract between BHEL and the agencies:

- Composing and placement of NIT/ Notice/ EOI/ Appointment/ Classified Advertisements, wherein the cost of placement of material in the chosen media mix is upto Rs. Ten Lakh.
- Translation in Indian and Foreign Languages.
- Artwork, Composing, Design, Visualisation, preparing of dummy, etc., of Leaflets, Folders, Management Messages and other printer material, etc. in English, Hindi and other languages.
- Design of Greeting Cards, Invitation Cards, Stickers, Stamps, Banners, Stationary, Backdrops, etc.
- Supervision of Printing and Publishing jobs
- Hiring of Octonorm Systems
- Designing, Artwork, Composing for Newsletters/In-House Journals
- Any other work related to the above but not specifically defined, may also form part of the scope as per requirement.

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

- 2.0 Notwithstanding anything contained in clause 1.0, BHEL, shall have the option to obtain all or any of the aforesaid services from Media/Suppliers/ Publishers directly and in that event, BHEL may, if they so choose, utilize the services of Advertising Agency for supervising the execution of the same for which BHEL shall pay service charges only. The Agency shall not refuse for providing supervising services for execution of the job. The service charges payable have been specified.
- 3.0 Upon specific request made in writing by BHEL, the Agency shall book space, material etc., on behalf of BHEL in respect of any of the services specified in under Clause 1.0, at the minimum rates consistent with position, issues, quality specified in under Clause 1.0, at the minimum rate consistent with position, issues, quality and quantity required. The Agency shall obtain prior approval of BHEL in writing before entering into any contract whatsoever on its behalf and contract so entered into alone shall be honoured by BHEL.
- 4.0 The standard Agency commission of 15% or such other rates as may be prescribed by the Indian Newspaper Society from time to time on gross rates as allowed by Media/publishers/suppliers shall alone constitute the remuneration for the services rendered by the Agency pursuant to Clause 3.0. Wherever the work is not commission bearing, BHEL shall pay only service charges at ----% (to be taken from S.No.7.1 of the price proforma at Annexure V B) of the net amount payable to Media/publishers/suppliers. Service charges are not payable on paper cost in printing jobs.
- 4.1 The remuneration as aforesaid is for complete assignment which includes ensuring quality of material, reproduction as per specifications, proper liaison with media/publishers/suppliers and timely delivery of material, failing which BHEL shall levy and recover by way of adjustment from the pending bills or the Agency penalty at the rate of 0.5 per cent per week subject to a maximum of 5% of the order value. In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition (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.
- 4.2 Charges for translation, other work, etc, when entrusted by BHEL, shall be as detailed in Annexure-V B (BHEL Rate Card based on price proforma) to this agreement, which shall form part of the contract. The rates for each item mentioned therein are all inclusive of taxes except excluding service tax @ 12.36% or applicable rate from time to time. Charges for any work entrusted to the Agency and not covered by the said Annexure shall be subject to prior written approval of BHEL.

All reasonable out-of-pocket expenses incurred by the Agency such as First Class/AC-II tier train fare or taxi charges, lodging expenses and local travel by taxi as per the prevailing market rates in connection with travel undertaken by the Agency representatives for execution of jobs," packing, postage, courier charges, fax, packing & forwarding charges shall be billed to BHEL at actuals by the Agency subject to specific approval in writing by the Unit PR Head depending on the merit of the job, before assigning the job.

5.0 The Agency shall submit its complete bills with supporting vouchers as soon as possible after the end of the month in which the advertisement concerned appeared or service was rendered and/or material purchase.

5.1 The bills shall be paid by BHEL as soon as they are verified and in any case not later than 30 days from the receipt of the same or from the last date of the month in which the job was executed, whichever is earlier.

5.2 BHEL also agrees to pay to such media (TV /Radio, Audio- Visual) or for such services (Exhibitions/Displays) where advance payments have to be made to such organizations. The Agency shall, however, obtain BHEL's approval in writing before placing orders on its behalf.

BHEL shall indemnify the Agency against any loss that may be incurred as a result of any claims or proceedings brought against the Agency solely based on any advertisement approved by BHEL. The Agency shall however defend such claims or proceedings, if so required by BHEL, and the Agency shall not, save with the written consent of BHEL, compromise the same or do anything which will increase BHEL's liability. If material approved by BHEL is released to the media or duplicated according to BHEL's instructions, and then found to contain errors or omissions, BHEL shall be liable to pay media charge or duplication charges, as the case may be.

Similarly, the Agency shall indemnify BHEL against any claim or proceedings brought against it by reason or omission or negligence on its part or on the part of its servants/agents, in the performance of this agreement. Any claim arising out of improper/illegal use or invasion of copyright pertaining to the, designs, visuals, copy matter provided by the Agency, shall be borne by the Agency, even if these designs were approved by BHEL.

5.3 The Agency shall not divulge any vital information obtained during the course of interaction with BHEL to outside parties.

6.0 This agreement shall be deemed to have come into force with effect from --.--.2014 and shall remain in force up to --.--, with the provision, however, that either party may terminate this agreement by serving three months prior notice in advance in writing to the other party. But such termination shall be without prejudice to the rights accrued prior to such termination.

6.1 BHEL shall review the overall performance of the Agency after six months of working. If the Agency's performance is not found satisfactory, BHEL will have the right to disqualify the Agency from continuation in the panel without assigning any reason, even after the six months' period.

7.0 Notwithstanding anything contained in Clause 6.0, should the Agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever.



- 8.0 On the expiry of the Agreement or earlier termination of it, the Agency shall deliver to BHEL all materials, paper etc., and all other things belonging to or entrusted by BHEL to the Agency.
- 9.0 Save with the prior written consent of BHEL, the Agency shall not sublet or assign this agreement or part thereof and even when such consent is given it shall not absolve the Agency of its obligation under the agreement.
- 10.0 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract or breach thereof shall be referred to the sole arbitration of the Head of Corporate Communication of BHEL whose decision shall be final, conclusive and binding on the parties. The arbitrator shall give reasons for the award.

Subject to the above, the provisions of Arbitration Act 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

- 11.0 The courts in Delhi alone shall have the jurisdiction in respect of any legal proceedings arising out of these conditions.

In witness thereof, the parties have signed this agreement on the day and year above written.

For and on behalf of

Name & seal of the

Advertising Agency

For and on behalf of

Bharat Heavy Electricals Ltd.

Witness 1 :

(Signature)

Name -

Address -

(Signature)

Name -

Address -



Witness 2:

(Signature)

Name -

Address -

(Signature)

Name -

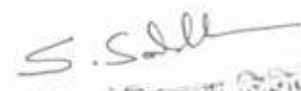
Address -

S. S. S. S.  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
एलईसी कॉर्पोरेशन / Corporate Communication  
प्लॉट नं. १, फेज-III, इंदूरवाड़ा रोड, कोयंबूर-४३१००५  
महाराष्ट्र, भारत  
महिला सशक्तिकरण विभाग, कोयंबूर-४३१००५

**Annexure – XII**

**NEFT Details Format**

<b>BANK NAME &amp; COMPLETE ADDRESS WITH PIN CODE</b>	
<b>BANK ACCOUNT NO.</b>	
<b>MICR CODE</b>	
<b>IFSC CODE</b>	
<b>PARTY'S EMAIL – ID</b>	
<b>PAN NO.</b>	
<b>CST NO., IF APPLICABLE</b>	
<b>VAT NO., IF APPLICABLE</b>	
<b>SERVICE TAX REGN. NO., IF APPLICABLE</b>	
<b>PARTY'S NAME &amp; ADDRESS</b>	

  
S. S. S. S.  
Bharat Heavy Electricals Limited  
Corporate Communication  
T-1, Naraina Tara Bldg.  
Naraina, New Delhi-110 028  
New Delhi-110 001