



Bharat Heavy Electricals Ltd.



Bharat Heavy Electricals Limited

Tender enquiry for Media Monitoring and Analysis Services

Tender Enquiry No.: CC/MENC/02/2020-21 dated 11.12.2020

Issued by:

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

जया मित्रा

जया मित्रा / JAYA MITRA

वरि. कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल. हाउस, सिरि फोर्ट, BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

ISSUE LETTER OF BIDDING DOCUMENT

NAME OF WORK : Media Monitoring and Analysis Services

TENDER NO : Tender No. CC/MENC/02/2020-21

One set of Tender document is hereby issued to:

Name of the Bidder:

Address of the Bidder:

Nature of work	Date of Issue of Tender Document	Tender Submission Date & Time	Tender Opening Date & Time
Media Monitoring and Analysis Services	11.12.2020	24.12.2020 by 13:00 Hrs	24.12.2020 at 14:00 Hrs

Sr. Executive
Corporate Communication, BHEL
BHEL House, Siri Fort,
New Delhi – 110049

जया मित्रा

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr. Executive

कॉर्पोरेट संचार / Corporate Communication

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल हाउस, सीरि फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049



NOTICE INVITING TENDER

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

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

Following points relevant to the tender may please be noted and complied with:

1.0 Salient features of NIT

Sl. No.	ISSUE	DESCRIPTION
i	Tender Number	CC/MENC/02/2020-21
ii.	Name of Work	Media Monitoring and Analysis Services
iii.	Earnest Money Deposit (EMD) (except for MSME registered bidders)	Rs. 7,100/-payable by way of DD / Pay Order drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi
iv.	Place of Issue of Tender	Corporate Communication, BHEL BHEL House, Siri Fort New Delhi – 110049
v.	Submission/ Receipt of Tenders	Upto 13:00 Hrs on 24.12.2020 at Corporate Communication, BHEL BHEL House, Siri Fort New Delhi – 110049
vi.	Opening of Tender	On 14:00 Hrs on 24.12.2020 at Corporate Communication, BHEL BHEL House, Siri Fort New Delhi – 110049
vii.	Last date of seeking clarification(s)	In writing/via emails, at least 2 days ahead of the date of submission of bids at the address of the undersigned.



viii. Latest Updates	Latest updates on the Important Dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications, Terms & Conditions etc. will be hosted on BHEL website (www.bhel.com) & govt. portal (https://eprocure.gov.in). Bidders to keep themselves updated with all such information.
------------------------------------	--

NOTE: The entire bid document along with relevant support sheets should be properly spiral bound, indexed and all the pages should be duly numbered. No loose / separate sheets shall be accepted. Information which is not asked for SHOULD NOT be submitted

2.0 Terms and Conditions

- 2.1 Interested Agencies (meeting Pre-Qualification Requirement criteria as per clause 1.0 of Special Terms and Conditions, Annexure II of the tender enquiry) may collect the tender document from BHEL's Corporate Communication office or by downloading from BHEL's website (www.bhel.com) or government portal (<https://eprocure.gov.in>)
- 2.2 Mere issuance of tender document/ obtaining tender document through BHEL web site/government portal should not be construed that the bidder is considered qualified.
- 2.3 The bidding document is non-transferable.
- 2.4 The tender document shall not be sent by post by BHEL.
- 2.5 Bids/ offers may be sent by post/ courier to the office of tender submission authority namely, **AGM, Corporate Communication, Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi – 110049**. However, BHEL accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received incomplete/ late are liable for rejection.
- 2.6 EMD as mentioned above 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 except in case of MSME registered bidders.**

वरि कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत हेवी इलेक्ट्रिकल्स लिमिटेड India Heavy Electricals Ltd.

बि. ए. एल. लॉ. डिग्री, सिली फोर्ट / बी. एल. होस्टे सिन फोर्त

नई दिल्ली-110049 / New Delhi-110049



- 2.7 During opening of Techno-commercial Bid (i.e. Part-1) the name of Bidders who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever will be read out.
- 2.8 Each and every page of Tender document along with supporting documents should be signed by authorized person with company seal as a mark of their acceptance of terms and condition of the tender.

**For & On Behalf of
Bharat Heavy Electricals Limited**

जयमित्रा

(Jaya Mitra)
Sr. Executive (CC)
BHEL Corporate Communication
BHEL House, Siri Fort
New Delhi – 110049

Date: 11.12.2020

Place: New Delhi

Enclosures:

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

जयमित्रा
जयमित्रा / JAYA MITRA



Annexure – I

SCOPE OF WORK

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

1. Scanning all major national/regional dailies/periodicals including leading newspapers of – Delhi, Mumbai, Kolkata, Chennai, Bangalore and Hyderabad and leading trade publications covering the infrastructure sector.
2. All news on BHEL, Infrastructure Sector (including Power Sector) and a company in the same or related line of business (to be intimated to the L1 bidder) to be monitored on a daily basis and reported.
3. Headline of news in any regional language other than Hindi or English to be translated into English.
4. Daily dispatch of the reportage to five e-mail IDs in JPEG or PDF format, latest by 11:00 AM, in a user friendly grid format where links in the form of headlines have to be provided.
5. Six-monthly archival database of reportage to be maintained and access to be provided to the same through single User ID and Password.
6. Monthly access to Media Analysis either in CD/DVD or made available online latest by 7th of the following month.
7. Media Ad Value of Print Media coverage of BHEL (equivalent sq cm advertising rate of the publications) and calculation of coverage in sq.cms. to be provided on a monthly basis or on request.

जय मित्रा

**Annexure II****SPECIAL TERMS AND CONDITIONS****1.0 ELIGIBILITY CONDITIONS/ PRE-QUALIFICATIONS REQUIREMENTS FOR AGENCIES**

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

S. No.	Criteria	Minimum Requirement	Documents required in support
i.	Experience / No. of organizations served	Bidder should be media monitoring and analysis solution providers and in support should submit minimum of two (02 nos.) ongoing work orders (running contracts) valid as on date, issued by PSUs/Govt/ Listed Companies/ Autonomous Bodies/ Statutory Bodies	1) Copy of letter of empanelment/ rate contract/ work order received from PSUs/Govt./ Listed Companies/ Autonomous Bodies/ Statutory Bodies to this effect <u>issued before 30.06.2020</u> 2) Certificates attesting ongoing satisfactory performance to be submitted with the two work orders. <u>Note: The name and contact details of the issuing authority also to be submitted along with the above mentioned documents.</u>
ii.	Possess a full-fledged office with adequate manpower	Office in any one of the following cities: Delhi/ Noida/Gurgaon/Ghazi abad/ Faridabad	Latest copies of address proof of either one of the following: Valid Registration with Local Tax Authorities or latest Electricity Bills or latest landline Telephone Bill in the name of the bidder/ bidding firm/proprietor. Note: In case of Proprietorship, Proprietorship certificate needs to be submitted as well. Declaration Certificate (Infrastructure and Manpower as per Annexure VII)
iii.	Annual Turnover	Average Annual Turnover of last three financial years (i.e. FY 2017-18, FY 2018-19 and FY 2019-20) should be a minimum Rs. 3.6 Lakhs or more	1) Self-attested copies of Audited Balance Sheet and Profits & Loss Account statements of last three financial years ending 31st March 2020 i.e. FYs 2017-18, 2018-19 & 19-20. <u>In case audited Balance Sheet and Profit & Loss Account statements of one or more year are not</u>



			<u>available with the bidder, a certificate confirming Annual Turnover(s) of respective year(s) duly certified by a CA has to be submitted.</u> 2) Self-attested copies of acknowledgements of IT returns (ITR) of last three financial years ending 31st March 2020 i.e. ITRs of FYs 2017-18, 2018-19 & 2019-2020 (<u>In case ITR is not available, self-declaration should be submitted stating that the ITR shall be submitted as and when it is filed</u>) 3) Copy of PAN card 4) Copy of proof of registration for GST as may be applicable in the individual bidder's case.
--	--	--	---

2.0 EARNEST MONEY DEPOSIT (EMD)

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT

(Pre-qualification bid/Part-I). Each tenderer, participating in the subject has to deposit EMD of **Rs. 7,100/- (Rupees Seven Thousand and one Hundred Only)**

2.1 Modes of EMD:

The EMD may be accepted only in the following forms:

- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) payable at New Delhi.
- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- Electronic Fund Transfer credited in BHEL account (before tender opening).

BHEL Account Details placed below:

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED

BANK NAME: KOTAK MAHINDRA BANK

CA NO.: 9011196535 (CURRENT ACCOUNT)

BRANCH CODE: 000172

MICR: 110485003

IFSC: KKBK0000172

PAN: AAACB4146P



- (iv) EMD can also be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Agency, a/c BHEL).
- (v) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid. Also, if less than required EMD is submitted, the bid shall not be considered for further evaluation.

Offers received without EMD shall be rejected except in case of MSME registered bidders. MSME bidders have to submit a self-attested copy of **Udyog Aadhar / EM-II Certificate** along with Part-I Techno commercial offer, otherwise, the bid shall not be accepted.

2.2 EMD shall not carry any interest.

2.3. EMD shall be forfeited in the following cases:

- a) If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price or makes any other modification in his tender which shall not be acceptable to BHEL.
- b) The tenderer fails to deposit the required Security Deposit or commence the work within the specified period as per the LOI/Contract.

2.4. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

2.5. Refund of EMD of the bidders shall be as follows:

- a) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- b) EMD of the successful tenderer will be retained as part of the Security Deposit.

3.0 VALIDITY

- 3.1 The offers of parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

4.0 EVALUATION and AWARD OF WORK

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



PART I (TECHNO-COMMERCIAL BID) Opening comprising :

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

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

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

- a. Documents and information required for ascertaining the qualification of the bidder as per clause 1.0 of Annexure-II of **Eligibility Conditions/ Pre-Qualification Requirement** (PQR) assessment of the bidders shall be done first. If required, BHEL reserves the right to visit the bidder's premises to physically verify the facilities mentioned in the 'Techno-commercial Bid'. In case of information given in the 'Techno-commercial Bid' is found to be false or not meeting the minimum requirement mentioned in the tender, the bidder is liable to be disqualified and further participation in tendering process may be blocked in such cases.
- b. **No Deviation Certificate** - Annexure-VI.
- c. **Declaration Certificate (Infrastructure and Manpower)** - Annexure VII
- d. **Check List** - Annexure-IX.
- e. Acceptance of '**Special Terms & Conditions**' as per Annexure II , **General Terms & Conditions**' as per Annexure III and conformity to '**Specifications/Scope of Work**' as per Annexure I by way of signing and affixing rubber stamp on each page.

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

PART II (PRICE BID) comprising:

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

- a) Price Bid as per proforma given in Annexure V.



Notes:

- a) PART II to have price only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained:

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

6.0 PRICE EVALUATION-

- a. Part "II" i.e. Price Bid : Price bids of only Techno-commercially qualified bidders will be opened by BHEL on the same day or on any subsequent day after prior intimation to bidders who have qualified the Techno-commercial bids.
- b. Evaluation of the L1 bidder shall be done on the basis of amount quoted against S. No. 1 of the Price Proforma. Award of work will be on the basis of lowest amount quoted by the compliant bidder.

6.1 Prices to be submitted in a separate sealed cover in the enclosed Price Proforma format only. Failing to do so shall lead to rejection of bid. (Annexure - V).

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

7.0 DURATION OF SERVICE CONTRACT

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

8.0 QUERIES OF BIDDERS

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

9.0 EXPENSES TO BE BORNE BY BIDDERS

9.1 All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

जयामित्रा



10.0 PERIODIC REVIEW

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

11.0 OTHER IMPORTANT CONDITIONS

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

जया मित्रा

जया मित्रा / JAYA MITRA
वरि. कार्यपालक / Sr Executive
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049



Annexure III

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF OFFER

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

Offer should be either typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.

2.0 PRICE

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

3.0 CORRECTION OF ARITHMETIC ERRORS:

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

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

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल. हाउस, सीरि फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049



- a) It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Bid enclosed as **Annexure- V**.
- b) To enable BHEL to avail GST Input tax credit, party shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi. Payment shall be made to the party only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- c) In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor/service provider, the same shall be to party's account and the same shall be withheld/recovered from party.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the party be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect to be provided to party.
- f) Applicable GST shall also be recoverable from the contractor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

5.1 The total amount of Security Deposit will be 5% of the total contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value shall be acceptable in any of the forms as per clause no. 5.2 below.

Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. [It is insisted upon the bidders that BGs to be submitted by them



should be sent to BHEL directly by the issuing bank under Registered post (A.D.)]

- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor/Bidder, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor/Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

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

5.3 The security deposit shall not carry any interest. Security Deposit shall be released to the successful tenderer/bidder upon fulfilment of all contractual/statutory obligations as per terms of the contract/tender and after completion of one-year warranty/defect liability period.

6.0 PRICE ESCALATION CLAUSE

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

7.0 TRADE / CASH DISCOUNTS

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

8.0 TERMS OF PAYMENT

- 7.1** Payment shall be made on a monthly basis against your bills (complete in all respects) within thirty days after satisfactory services as per order.
- 7.2** All statutory deductions will be made by BHEL while releasing payment.
- 7.3** BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the following information upon placement of order **on their letter head:**

जया मित्रा
जया मित्रा HAYA MITRA

वरिष्ठ कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल हाऊस, सी फोर्ट / BHEL House, Sin Fort

नई दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

Re: EFT Payments

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

BANK NAME & COMPLETE ADDRESS WITH PIN CODE	
BANK ACCOUNT NO.	
MICR CODE	
IFSC CODE	
PARTY'S eMAIL – ID	
PAN NO.	
GST REGN. NUMBER	
PARTY's NAME & ADDRESS	

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

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

Thanking you,

Yours sincerely

जया मित्रा



9.0 CONTRACT LAW, NOTICE AND ARBITRATION

9.1 ARBITRATION

a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

9.2 JURISDICTION:

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

10.0 TERMINATION OF CONTRACT ON DEATH: Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

जया मित्रा

जया मित्रा / JAYA MITRA

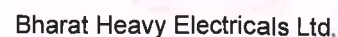
वरिष्ठ कार्यपालक / Sr Executive

कॉर्पोरेट कम्युनिकेशन / Corporate Communication

भारत भारी इलेक्ट्रिकल्स लि. / Bharat Heavy Electricals Ltd.

विकास क्षेत्र, बंगलूरु, भारत / New Delhi-110043

फोन: 1100497 New Delhi-110043





a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order /Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

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

16.0 CONTRACT TERMINATION:

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

17.0 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

18.0 AUTHORISED OFFICER

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

जया मित्रा / JAYAMITRA

वरिष्ठ कार्यपालक / Sr Executive

कॉर्पोरेट सुधार / Corporate Communication

भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

वी.एन.ई.सी. रोड, लोहा कॉर्ट, BHEL परिसर, SRI Fort

नई दिल्ली-110049 / New Delhi-110049



19.0 CONTACT PERSONS

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

- Sh. Rohit Inder Singh – Sr. DGM (CC)
Tel.: 011-66337374, email: ccris@bhel.in
- Ms. Jaya Mitra – Sr. Executive (CC)
Tel : 011-66337363, email : jayamitra@bhel.in
- Sh. Sayed Salahuddin – Sr. Executive (CC)
Tel.: 011-66337379, email: sayed@bhel.in

जया मित्रा

जया मित्रा / JAYA MITRA
वरि कार्यपालक / Sr Executive
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल हाऊस, सीरा फोर्ट / BHEL House Sir Fort
नई दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

Annexure – IV

No Demand Certificate (WAM 10)- To be provided to & filled in only by the successful bidder

Form WAM 10

**BHARAT HEAVY ELECTRICALS LIMITED
DIVISION
Claim for Refund of Security Deposit
(Para 4.7.4 of Works Accounts Manual)**

Ref No.:

Date:

- 1 Name and address of the contractor
- 2 Contract Agreement/Work Order No.
- 3 Date of contract agreement/work order
- 4 Name of the work undertaken
- 5 Date of commencement of the work
- 6 Date of completion of the work
- 7 Period of Maintenance
- 8 Date on which the final bill was paid
- 9 Last date of making good the defect, if any, during maintenance period
- 10 Expenditure incurred by BHEL during maintenance period, if any, recoverable
- 11 Date on which security deposit refund falls due as per contract
- 12 Amount deposited/recovered

Details	Mode	Amount

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

Details	Mode	Amount

Date:

Signature of Engineer in Charge

जयामित्रा

जयामित्रा / JAYAMITRA

वरिष्ठ कार्यपालक / Sr. Executive

कॉर्पोरेट कम्युनिकेशन / Corporate Communication

भारत भारी बिजली उपकरण प्रा. लि. / Bharat Heavy Electricals Ltd.

बिल्डिंग नं. 100499 / New Delhi-110049

नए दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

(Contd.) Form WAM 10

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHELfor the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated) and the payment of this bill shall be in full and final

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

- The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;
- The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;
- All the objections raised so far have been settled;
- A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date:

Signature of Senior Engineer

FOR USE IN FINANCE DEPARTMENT

Passed for

Rs.....(Rupees.....only)

Accountant

Accounts Officer



Bharat Heavy Electricals Ltd.

Annexure- V

PRICE PROFORMA

The Price Break-up details should correspond to 'Scope of Work' as detailed above.

S. No.	Item Description	Amount (in Rs.)
1.	Consolidated price per month for Scope of Work (Annexure-I) as indicated above, all inclusive (single quote only) - For Print Media	
2.	Sl. No. 1 in words	
3.	GST as applicable (payable subject to verification) : _____ %	

Signature _____

Seal of the firm/agency _____

जया मित्रा

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr. Executive

कॉर्पोरेट संचार / Corporate Communication

भारत भारी बिजलीय यंत्रणालय / Bharat Heavy Electricals Ltd.

प्लॉट नं. 1, इंदूर रोड, फोर्ट, नवी मुंबई - 400 622

फोन : 2211-4545, 2211-4546, 2211-4547



Bharat Heavy Electricals Ltd.

Annexure - VI

NO DEVIATION CERTIFICATE

(to be given on bidder's letter head)

Certificate of Acceptance

Certified that we have read and understood all the terms and conditions of the Tender No. Tender No. CC/MENC/02/2020-21 dated 11.12.2020 and that our company/ firm, namely, do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Date:

Signature of Authorised Signatory

Place:

(Designation)

Jaya Mitra

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr Executive

कॉर्पोरेट साबार / Corporate Communication

भारत हेवी इलेक्ट्रिकल्स लि. / Bharat Heavy Electricals Ltd.

बी.एच.ई. हाउस, नारायण, नारायण, BHEL House, Narayan

नई दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

Annexure-VII

DECLARATION CERTIFICATE (Infrastructure and Manpower)

(to be given on Bidder's letter head)

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

(Signature & Seal of the firm)

जया मित्रा

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr Executive

कॉर्पोरेट, अवर / Corporate Communication

भारत भारी बिजलीकरण लि. / Bharat Heavy Electricals Ltd.

कै.ए.ए.सी. रोड, वीरि कला, नया दिल्ली-110049

या. फोन: 110049 / New Delhi-110049



Annexure – VIII

SUBMISSION OF OFFER

Your offer has to be submitted in **two parts** as follows:

PART 'I': TECHNO-COMMERCIAL BID (Sealed Envelope)

Envelope superscribed with 'Part I', should contain two parts i.e. Part I- A & Part I- B:

Part I – A (EMD and 'No Deviation Certificate' in a Separate Envelope)

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

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

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

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

Note:

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

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

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

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

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



Bharat Heavy Electricals Ltd.

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

1. Offer for Media Monitoring and Analysis Services
2. Due date and time of submission of offers.
3. Name and address of the bidder.
4. BHEL address as given in the covering letter.

जया मित्रा

जया मित्रा / JAYA MITRA

वरि कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत भारी बिजलीय यंत्रण - Bharat Heavy Electricals Ltd.

बी.एच.ई.एल. भवन, खंड 4, फ्लोर - 4, नया दिल्ली
नई दिल्ली-110049 / New Delhi-110049



Bharat Heavy Electricals Ltd.

Annexure – IX

Checklist

S.No.	Description /Item	Enclosed (Yes/No)
1.	Earnest Money Deposit of Rs. 7,100/- as per Clause No. 2.0 of the Special Terms & Conditions (Annexure II)	Yes/No
2.	No Deviation Certificate as per Annexure – VI on your letter head.	Yes/No
3.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-VII on your letter head	Yes/No
4.	Documents/ Information required as per Clause-1.0 of Annexure-II of ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR) Copies of letter of empanelment/ rate contract/ work order of two (2 nos) separate ongoing contract, received from PSUs/Govt./ Listed Companies/ Autonomous Bodies/ Statutory Bodies issued before 30.06.2020 to this effect along with Job Satisfaction certificates. • Proof of office premises • Self-attested copies of Balance sheets, P&L Account of FYs 2017-18, 2018-19 & 19-20. • Self-attested copies of acknowledgements of IT returns (ITR) of FYs 2017-18, 2018-19 & 2019-2020 • Copy of proof of registration for GST and PAN	Yes/No
5.	Signed and stamped copies of 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' (Annexure- I, II, III) as token of acceptance.	Yes/No
6.	Part I (Techno-commercial Bid) in Sealed Cover duly superscribed with Part I (Techno-commercial Bid) containing two separate envelopes superscribed with Part I A & Part I B	Yes/No
7.	Part 'II' sealed in a separate envelope duly superscribed with Part II containing Price Bid as per proforma given in Annexure V	Yes/No

जया मित्रा
जया मित्रा / JAYA MITRA

वरिष्ठ कार्यपालक / Sr Executive

कॉर्पोरेट संचार / Corporate Communication

भारत भारी बिजलीय वस्तु निर्माण लि. / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल. संकाय, सेवा केंद्र - BHEL, New Delhi-110049

नई दिल्ली-110049 / New Delhi-110049