

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT,**RANIPET- 632 406 (Tamil Nadu)****HRM:C&PR DEPARTMENT**

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BAP:HR:C&PR:TARC:2015

Date :16.05.2015

NOTICE FOR INVITING TENDER

Tender Notice No.	BAP: HR:C&PR:TARC:2015 dt: 16.05.2015
Nature of work	Publication of BHEL/BAP tender advertisement in Chinese newspaper Jingji Ribao (Economic Daily)
Type of tender	Limited tender (through e – mail)
Estimated value of work	1,05,300/- (exclusive of service tax)
EMD and SD amount	Nil
Last date and time for receipt of tender (through e – mail)	22.05.2015 14:00 hrs.
Date, time and venue of tender opening	22.05.2015 14:30 hrs. HRM Conference Hall, BHEL, Ranipet.
The document contains :	5 parts, i.e. <ul style="list-style-type: none"> i) Specifications/scope - Annexure I ii) Terms and conditions - Annexure II iii) No Deviation Certificate to be given on Tenderer's Letter Head- Annexure III iv) Submission of Offer – Annexure IV v) Price Proforma – Annexure V
Tender shall be sent to this email id:	hrtenders@bhelrpt.co.in

Signature and seal of the Tenderer

Annexure I

Specifications / scope of work for publishing BHEL/BAP tender advertisement in Chinese newspaper Jingji Ribao (Economic Daily)

1. The text of the advertising material will be provided to the agency by BHEL Ranipet through e-mail. On receiving the text, agency shall provide the following service as per the requirement of BHEL, Ranipet:
 - a) Agency shall design the advertisement as per our instruction and send it back to us for final approval. The size of the advt. will be 12 cm x 7.5 cm. No payment will be made for designing the advertisement layout.
 - b) After getting written approval from BHEL, agency shall co-ordinate and publish the advertisement in the referred newspaper on the date specified by BHEL. The date given by BHEL is to be strictly followed as BHEL has to host the tender advertisement on its website and the government website also.
2. The layout of the tender advertisements will be in black and white format.
3. After publication of the advertisement, the agency will be required to send the particular page of the newspaper of all editions in which the advertisement was published along with the Bill. The bill is to be submitted in triplicate.

Signature and seal of the Tenderer

Annexure II**TERMS AND CONDITIONS****1. SUBMISSION OF OFFER**

Your offer should be complete in all respects. 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. Only the advertising agencies empanelled with BHEL Corporate communication are eligible to quote for this tender. Offers from agencies not empanelled with BHEL will not be considered.

2. VALIDITY

Your offer should remain valid for a period of 45 days from the date of opening of the tender for our acceptance.

3. INSTRUCTIONS TO QUOTE

- a) The Bidders are required to quote the best rate for the publication of tender advertisement in the referred newspaper at the designated place in the price proforma (Annexure V).
- b) L1 will be decided based on lowest cost to BHEL.
- c) If more than one bidder emerges as L1, revised offer will be solicited from such bidders through e-mail tendering giving a notice period of one day to arrive at L1.
- d) The order will be placed only after submission of the following by the bidder:
 - i) Submission of scanned copy of the duly filled-in tender document through e-mail, signed on all pages with seal and date.
 - ii) No Deviation Certificate as per Annexure – III
 - iii) Acceptance of “Terms and Conditions” as given in Annexure II and conformity to “Specifications / scope of work”, by way of signing and affixing rubber stamp on each page.
 - iv) Duly filled in price proforma given in Annexure-V.
 - v) 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.

Signature and seal of the Tenderer

4. TAXES

It is mandatory to comply with all taxes applicable for the required service. Prevailing service tax for this work is @ 1.854% which will be reimbursed to the advertising agencies on production of valid documentary evidence as per service tax rules. If there is any change in the service tax rate by Govt. of India after floating the tender and before placing the order on the selected agency, the revised rate will be adopted by BHEL and amount will be reimbursed accordingly.

5. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

Bidders are not required to furnish Earnest Money Deposit (EMD) or Security Deposit (SD).

6. TERMS OF PAYMENT

- a. Full payment shall be released within 45 days from the receipt of the bill subject to the publication of advertisement in the referred newspaper on the date specified by BHEL.
- b. The page of newspaper in which the advertisement was carried must be attached with the bill.
- c. While making the payment, statutory deductions as applicable, shall be made by BHEL.
- d. Payment will be made on the size of the advertisement specified by BHEL. If the size is bigger than that approved by BHEL, no extra payment will be made. If the size is smaller than that approved by BHEL, payment will be made on the actual size published.
- e. BHEL reserves the right to make payment through e-mode. Required details for effecting payment through e-mode shall be furnished by the agencies on ordering.

7. PENALTY - DELAY

If the agency fails to publish the tender advertisement on the date specified by BHEL, besides non-payment of the charges of publication, penalty @ 5% of the total release order value shall be imposed on the selected advertising agency. However, no penalty shall be leviable in the event of delays arising out of the circumstances totally beyond the control of the advertising agency e.g. riots, strikes, natural calamities, etc.

8. RISK PURCHASE

- a) BHEL at its option will be entitled to get the work done elsewhere at the risk and cost of the selected advertising agency either the whole or part thereof, which the advertising 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.
- b) The advertising 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 7.

Signature and seal of the Tenderer

9. ARBITRATION

- a) Any dispute or difference whatsoever, arising between the parties, out of or relating to the construction, meaning and operations or effect of this tender or breach thereof shall be settled referred to the sole arbitration of the Head of Human Resource Department of BHEL, Ranipet or his nominee whose decision shall be final, conclusive and binding on the parties. The venue of the arbitration proceedings shall be Ranipet. However, the arbitrator may hold the proceedings in any other place as he deems fit.
- b) Subject to the above, the provisions of Arbitration and Conciliation Act 1996 and the rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

10. EFFECT AND JURISDICTION OF CONTRACT

The law applicable to this contract shall be the laws in force in India. Subject to clause 9, the courts in Ranipet, Tamilnadu, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

11. CONFIDENTIALITY

All the material sent to the agency shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

12. INCOMPLETE TENDERS

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

13. SCRAPPING THE TENDER

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

14. AUTHORISED OFFICER

Officer / HR-C&PR, BHEL/BAP, Ranipet shall be the authorized officer with regard to the tender. The decision of the authorized officer shall be final and binding on the agency.

Signature and seal of the Tenderer

Annexure - III

NO DEVIATION CERTIFICATE TO BE GIVEN ON TENDERER'S LETTER HEAD

Certificate of Acceptance

"Certified that we have read and understood all the terms and conditions of the Tender No. BAP:HR:C&PR:TARC:2015 dt: 16.05.2015 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 Authorized Signatory

Place:

(Designation)

Annexure – IV

SUBMISSION OF OFFER (through e – mail)

Your offer has to be submitted as follows:

- a. The entire tender document along with annexures should be duly filled in, signed on all pages with official seal and date, should be scanned and converted in one **pdf / jpg** file in such a way that the content of all the pages is clearly visible on taking printout. The pdf file should be sent to hrtenders@bhelrpt.co.in on or before 14:00 hrs. on 22.05.2015 from the official e-mail id of the advertising agency.
- b. The subject of the mail should be “OFFER FOR PUBLICATION OF BHEL / BAP TENDER ADVERTISEMENT”

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.

Signature and seal of the Tenderer

Annexure V**PRICE BID**

S.No.	Newspaper	Editions	Size of the advt.	Best rate offered by the agency (in Rs.) (exclusive of service tax)
1	Economic Daily (Jingji Ribao)	All editions	12 cm. x 7.5 cm.	
2	Service Tax Amount (in Rs.)			
3	Total Amount (1+2) (in Rs.)			

Prevailing Service Tax will be applicable @1.854% on the rate quoted

- The rate offered by the agency should be for the size of 12 cm x 7.5 cm.
- The rate quoted should be for black and white advertisement only.
- If there is any change in the service tax rate by Govt. of India after floating the tender and before placing the order on the selected agency, the same will be adopted by BHEL and amount will be reimbursed accordingly.
- L1 will be decided on the basis of lowest cost to BHEL.

Signature and seal of the tenderer