

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**

कॉर्पोरेट संचार  
Corporate Communication



No. CC/PCAL/CALENDAR/2012  
21.10.2011

Dear Sir,

**Sub: Tender for printing of BHEL Calendars for the year 2012**

BHEL invites two part quotations i.e. Part I (Techno-commercial Bid) and Part II (Price Bid) in individual sealed covers for printing of following items:

- (A) BHEL Wall Calendar 2012 - **Standard Version** as per detailed Specifications / Scope of Work given in the enclosed Sl. No. A of Annexure – I (1,38,000 No.s)
- (B) BHEL Wall Calendar 2012 – **Deluxe Version** as per detailed Specifications / Scope of Work given in the enclosed Sl. No. B of Annexure – I (2,000 No.s)

Your offer, in the prescribed manner as detailed in Annexure-VII, complete in all respects, and super-scribed with '**Quotation for printing of BHEL Calendars 2012**' should reach us on or before **14:00 Hrs on 04.11.2011**, at the following address:

General Manager,  
Corporate Communication,  
Bharat Heavy Electricals Limited,  
5, Sansad Marg, Jeevan Tara Building,  
New Delhi-110 001

**The combined total price (all inclusive) quoted by the compliant bidders for both the types of calendars is the criteria for evaluation of price for award of work.** It is, therefore, mandatory to quote for both types of calendars. Incomplete offers shall not be accepted.

**Part 'I' i.e. Techno-commercial Bid shall be opened at 15.00 Hrs** at the above mentioned address, **on the same day i.e. 04.11.2011** or on any subsequent day after prior intimation to all bidders, in the presence of the bidders, who may like to be present.

BHEL reserves the right to visit bidder's premises to physically verify the list of machineries/ facilities mentioned in the 'Techno-commercial Bid'. In case the

जीवन तारा, 5, संसद मार्ग, नई दिल्ली - 110 001 फोन: 23365669, 23340472 फैक्स: 23342769, 23340981  
"Jeevan Tara" 5, Sansad Marg, New Delhi – 110001 Phones: 23365669, 23340472 Fax: 23342769, 23340981  
वेब साइट/ Website: <http://www.bhel.com>

पंजीकृत कार्यालय: बीएचईएल हाउस, सीरी फोर्ट, नई दिल्ली-110049  
Regd. Office: BHEL House, Siri Fort, New Delhi-110049

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

कॉर्पोरेट संचार  
Corporate Communication



information given in the 'Techno-commercial Bid' is found to be false or not meeting the minimum requirement mentioned in the tender (as per clause no 2.0 of Annexure-II), the bid is liable to be disqualified and it would not be considered further for evaluation.

Please note that BHEL may adopt '**REVERSE AUCTION**' (RA) process to determine the L1 bidder amongst techno-commercially qualified bidders as per tender terms and conditions. The date and time of '**RA**' shall be intimated to the bidders after completing the formalities of the process in consultation with '**RA**' Service Provider.

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

You are free to inspect samples of both types of calendars printed last year for your reference on any working day between 10 AM to 5 PM, before the last date of submission of offers, in our office at Jeevan Tara Building, 5 Sansad Marg, New Delhi-110001.

Thanking you,

Yours faithfully,  
for Bharat Heavy Electricals Limited

(Rohit Inder Singh)  
Sr. Manager (CC)

Enclosed:	
Annexure-I	: Specifications/ Scope of Work
Annexure-II	: Terms & Conditions
Annexure-II A	: Printing Schedule
Annexure-III	: Price Proforma
Annexure-IV	: No Deviation Certificate
Annexure-V	: Declaration Certificate (Infrastructure & Machinery)
Annexure-VI	: Declaration Certificate (Legal)
Annexure -VII	: Submission of Offer
Annexure-VIII	: Checklist

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
पंजीकृत कार्यालय: बीएचईएल हाउस, सीरी फोर्ट, नई दिल्ली-110049  
Regd. Office: BHEL House, Siri Fort, New Delhi-110049

## Annexure – I

## SPECIFICATIONS / SCOPE OF WORK

## (A) SPECIFICATIONS FOR 'BHEL Wall Calendar-2012 – STANDARD VERSION'

1	QUANTITY	1,38,000 (One Lakh Thirty Eight Thousand only) Change in quantity subsequent to tender by $\pm 10\%$ , if any, shall be confirmed at the time of ordering.
2	SIZE	17" x 22" (Finished size)
3	NO. OF LEAVES	6 + 1 Flyleaf In addition to above, one backing board strip in size 17" x 2 ½" size
4	PAPER	
	i Flyleaf	250 GSM C2S Art Card (BILT) (17" x 22")
	ii Inside Leaves	Royal C2S 130 GSM Matt (BILT) (17" x 22")
	iii Backing Board	250 GSM Duplex Board White Back (ITC-Pearl Graphic) (17" x 2 ½")
5	PRINTING	
	i Flyleaf	4 + 4 Colour
	ii Inside Leaves	4 + 4 Colour throughout
	iii Backing Board	NIL
6	MACHINE PROOFS	Machine Proofs of fly leaf and inside leaves are required to be submitted to BHEL or its authorized advertising agency for approval.
7	INPUTS	
	Designs on CD	Print Ready File for Designs on CD shall be provided by the advertising agency.
8	SCANNING	12 Nos. Transparencies/ Photographs in 43 cms. x 28 cms. size for main leaves plus another 12 nos. in minimum size ie upto 300 sq.cms. to be drum scanned in minimum 300 dpi for excellent quality reproduction. The scope includes carrying out the required colour corrections on system in all transparencies/ photographs, as applicable, for excellent results. Note: Size of photographs for main leaves to be scanned may vary in actual by $\pm 20\%$ , price quoted for same should be inclusive of this variation.

9	<b>FABRICATION &amp; BINDING</b>	Metallic Wiro Binding of adequate gauge on 17" axis for the full width of 17". Colour of Wiro shall be specified to the successful bidder at a later date. Galvanized/ Powder Coated hanger made from rod of 3mm diameter and of 17" in length (finished size). Colour of hanger shall be specified to the successful bidder at a later date.
10	<b>PACKING</b>	Largely in multiples of 100s (or smaller quantity, as may be specified later) wrapped together in waterproof material and packed in 7 ply corrugated box duly strapped thrice in PVC straps on longer axis and twice on the shorter axis of the box.
11	<b>SELF ADHESIVE STICKER STRIP</b>	<p>Two strips, each having 15 nos. die-cut individual transparent sticker, printed in red colour for border, with self-adhesive properties, in size marginally higher than the size of dates, to mark holidays by individual recipient on calendar as per his requirement. Both strips to be stuck on Backing Board, one below the other, for each calendar.</p> <p>Sticker Sample </p> <p>Bidders may collect sample sticker from our office.</p>
12	<b>TERMS OF DELIVERY</b>	<p><b>FOR – Works, duly packed.</b></p> <p>For outstation consignments transportation shall be arranged by the respective consignees through their nominated/ authorized agencies at their cost. No extra charges shall be payable for loading on the vehicles. For details, <b>refer clause 20.0 of Annexure-II.</b></p>

**Notes:**

- i. **No extra charges shall be payable for change in language of the text matter in the quantities (tentative) of calendars for following Units which forms part of the Scope. Separate print-ready files would be provided for each set:**
  - a. Tiruchirappalli Qty. of 18,500 nos. from Hindi-English to Hindi-Tamil-English with name of holidays
  - b. Ranipet Qty. of 4,300 nos. from Hindi-English to Hindi-Tamil- English
  - c. In EDN, Bangalore Qty. of 7,520 nos. from Hindi-English to Hindi-Kannada-English
  - d. In EPD, Bangalore Qty. of 1,750 nos. from Hindi-English to Hindi-Kannada-English
  - e. In ISG, Bangalore Qty. of 1,600 nos. from Hindi-English to Hindi-Kannada-English

The above quantities are out of the total quantity of 1,38,000 Calendars only, and are to be stored separately for dispatch to the respective Units

Quantities at sl. nos. c, d & e are in same language ie Kannada at a total of 10,870. In all there would be four versions including above as per break-up given under:

- Hindi-English : 1,04,330
  - Hindi-Tamil-English for Tiruchirappalli with name of holidays inscribed : 18,500
  - Hindi-Tamil-English for Ranipet : 4,300
  - Kannada for Bangalore based Units : 10,870
- ii. Designs/ Photographs/ Transparencies supplied by BHEL or its advertising agency are to be returned to BHEL immediately after completion of printing.
- iii. Your offer must include samples of papers / card as per specification above for each item.

**(B) SPECIFICATIONS FOR 'BHEL Wall Calendar-2012 – DELUXE VERSION'**

1	<b>QUANTITY</b>	<p>2,000 (Two thousand only)</p> <p>Change in quantity subsequent to tender by <math>\pm 10\%</math>, if any, shall be confirmed at the time of ordering.</p> <p><b>ALL OTHER SPECIFICATIONS EXCEPT FOLLOWING WILL REMAIN IDENTICAL TO BHEL WALL CALENDAR 2012 - STANDARD VERSION AT (A) ABOVE:</b></p> <p>i. Paper for inside pages to be Royal C2S 170 GSM Matt (BILT) (17" x 22")</p> <p>ii. There will be no language versions</p> <p>iii. Die-cut Envelope: 2000 copies, in 17 1/2" x 22 1/2" size, on White back Duplex Board of 250 gsm (ITC Pearl Graphic) with printing in 2+0 colour, opening from the Top (Portrait Format)</p> <p>Note: Entire quantity of 2000 Wall Calendar- DELUXE version to be delivered in Delhi/ NCR Region only.</p>
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## Annexure – II

**TERMS & CONDITIONS****1.0 SUBMISSION OF OFFER**

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

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 ELIGIBILITY CONDITIONS/ PQR**

- 2.1 Only those bidders who meet the **PRE QUALIFICATION REQUIREMENT (PQR)** in terms of **INFRASTRUCTURE/ CAPABILITY/ EXPERIENCE/ FINANCIAL** as specified below, are eligible to quote:

**INFRASTRUCTURE/ CAPABILITY**

- 2.1.1 Printing machines ie Heat Web offset: 1 no. + 28"x40" sheet-fed 4 colour machine: 1 no. **OR** 4 colour hi-speed perfecter printing machine: 1 no. + 28"x40" sheet-fed 4 colour machine: 1 no. **OR** 28"x40" sheet-fed 4 colour machine: 2 nos. + 19"x25" sheet-fed 4 colour machine: 1 no. in excellent working condition.
- 2.1.2 CTP facility in-house
- 2.1.3 Gathering, fabrication & binding facilities with minimum capability for producing 12,000 multi-leaves wall calendars per day on Wiro binding machines
- 2.1.4 Bidders should have Quality Management Systems conforming to ISO 9001 standards. Copy of valid certificate of the same to be provided along with the offer

The bidders are required to enclose a list of all equipments and machinery available in-house, with brief description reg. Make, Model, Capacity etc., essentially, including the items/ machinery mentioned under Sl. No. 2.1 above.

In addition, the bidder should submit a declaration on their letter head as per Proforma enclosed in Annexure-V.

Note: BHEL reserves the right to visit bidder's premises for physical verification of the list of machineries/ facilities submitted.

**EXPERIENCE**

- 2.1.5 Similar experience of at least 03 (three) years in printing of multi-leaves 4 colour, Calendars for PSUs/ MNCs/ Large Private Sector.

Attach self attested copy of **at least one such single lot Purchase Orders** for the job of printing of multi-leaves, 4 colour, Wall calendars of qty. of 1,00,000 or more in past 3 (three) years

### FINANCIAL

- 2.1.6 Minimum turnover of bidders should be Rs.10.00 Crore per year during each of the three preceding financial years. Also provide copy of balance sheets for last 3 financial years 2008-09, 2009-10 & 2010-11.
- 2.1.7 Copy of proof of valid registration for Service tax

### UNSATISFACTORY PAST PERFORMANCE

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

### 3.0 EARNEST MONEY DEPOSIT (EMD)

- 3.1 Your offer shall be accompanied with a DD / Pay Order for Rs. 1,50,000/- drawn in favour of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. Offers received without EMD shall be rejected. Refund of EMD of the bidders shall be as follows:

3.1.1 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

3.1.2 EMD of the successful tenderer can be converted and adjusted against the Security Deposit.

- 3.2 Bidders may please note that EMD **carries no interest**.

- 3.3 EMD shall be forfeited in the following cases:

3.3.1 If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price.

3.3.2 The tenderer does not commence the work **within** the specified period of LOI/ Contract. In case the LOI/Contract is silent in this regard, within 15 days after reward of contract.

### 4.0 VALIDITY

- 4.1 Your offer should remain valid for a period of **60 days** from the date of opening of the tender (Part – I Bid) for our acceptance.

## 5.0 AWARD OF WORK

- 5.1 For selection of the final printer on whom the order would be placed, following procedure shall be adopted:

### 5.1.1 PART I (TECHNO-COMMERCIAL BID) Opening comprising :

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

- a. Earnest Money Deposit as given in clause 3.0 of Terms and Conditions. **Offers received without EMD will be rejected** and Envelope containing **Part I - B** of the Techno-commercial Bid shall not be opened.

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

- a. Documents and information required for ascertaining the qualification of the printer as per clause 2.0 of Annexure-II of **Eligibility Conditions/ Pre- Qualification Requirement** (Pre-Qualification assessment of the bidders shall be done first. If required, BHEL reserves the right to visit the bidder's premises to physically verify list of machineries/ 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** as per Annexure-IV.
- c. **Declaration Certificate (Infrastructure and Machinery)** as per Annexure-V
- d. **Declaration Certificate (Legal)** as per Annexure-VI
- e. **Check List** as per Annexure-VIII.
- f. **Acceptance to 'BHEL Terms & Conditions'** as per Annexure II & IIA including 'Delivery Schedule' and Conformity to 'Specifications/ Scope of Work', by way of signing and affixing rubber stamp on each page.
- g. **Samples of Papers/ Cards** as per requirement given in Specification. Each paper should bear **specification, signature and stamp of the bidder**.



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

Note:

- 1) BHEL reserves the right to reject the bidders whose services have not been found satisfactory in the past/penalty has been levied for any major job undertaken for BHEL in the past 3 years, their bids may not be opened, even if received.
- 2) Bidders to ensure that their offers are complete in all respects. Any deviation or non-compliance may lead to rejection of their offer at any stage.

#### 5.1.2 PART II (PRICE BID) comprising:

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

- a. Price Bid as per proforma given in Annexure III.

Notes:

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

5.1.3 **AWARD OF WORK** shall be made on the overall lowest bidder. The evaluation criteria has been detailed in Clause 6.0.

### 6.0 PRICE EVALUATION

- 6.1 BHEL shall adopt '**REVERSE AUCTION (RA)**' process to determine the **L1 bidder amongst techno-commercially qualified bidders as per tender terms and conditions**. The date and time shall be intimated to the bidders after completion of the required formalities of the process as per laid down procedure and in consultation with '**RA**' Service Provider.
- 6.2 The bidders are required to quote essentially for the entire scope of work.
- 6.3 Price evaluation of the lowest bidder (L-1) would be on the basis of the combined total price (all inclusive) of both types of Calendars: '**BHEL WALL CALENDAR - 2012 – STANDARD VERSION**': 1,38,000 nos. as per specifications as at Annexure-I (A) + '**BHEL WALL CALENDAR - 2012 – DELUXE VERSION**': 2,000 copies as per specifications as at Annexure-I (B)

6.4 Subsequent increase/decrease in quantities by 10% beyond specified quantities of both types of calendars will be governed by the Unit rates quoted for the respective types by the successful bidder. However, Unit rates to be considered for quantities over and above the specified quantities will be exclusive of the scanning charges quoted against Sl. No. 4 of Price Proforma (Annexure III).

6.5 Prices to be submitted in a separate sealed cover in the enclosed Price Proforma (Annexure - III).

## 7.0 PRICE

7.1 Price quoted should be firm and exclusive of agency commission.

7.2 Price to be given in words as well as in figures without any correction/overwriting. Care should be taken to ensure that the amount in words and figures match with each other.

In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (ie 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.**

7.3 Price to be filled-in as per the Price Proforma enclosed as Annexure-III. **Change in Proforma is not allowed.**

7.4 Offers not fulfilling any of the above conditions are liable to be rejected.

## 8.0 TAXES

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

## 9.0 SECURITY DEPOSIT (SD)

9.1 The successful bidder shall be required to furnish security deposit equivalent to Rs. 1 Lakh + 7.5% of the order value exceeding Rs. 10 Lakh

in case of same is upto Rs. 50.0 Lakh, in the event of order value exceeds Rs.50.0 Lakh, security deposit will be @ Rs.4.0 Lakh + 5% of the order value exceeding Rs.10.0 Lakh, before start of the work by contractor, by way of Cash/Pay Order or Demand Draft, drawn in favour of BHEL, payable at New Delhi. The EMD amount can be adjusted against the Security Deposit. SD amount will remain with BHEL till the completion of supplies/ final settlement of bills. Security Deposit can also be submitted by way of Bank Guarantee, Securities available from Post Office/ Fixed Deposite receipts issued by scheduled Banks/Public Financial Institutions as per format provided/ approved by BHEL. Bidders to note that Security Deposit amount carries no interest. Security deposit shall be forfeited in case the successful bidder refuses to commence the work within the period as per LOI / Contract and/or non-fulfillment of conditions of the order.

#### **10.0 CHARGES FOR COLLECTION OF INPUTS AND DELIVERY OF PROOFS**

- 10.1 Collection of inputs from our office at BHEL, Delhi and delivery of machine proofs to us would be the Printer's responsibility and all the expenses on this shall be borne by the Printer.

#### **11.0 PRICE ESCALATION CLAUSE**

- 11.1 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.

#### **12.0 TRADE / CASH DISCOUNTS**

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

#### **13.0 TERMS OF PAYMENT**

- 13.1 Full payment shall be released within Forty Five (45) days from the date of completion of the following:
- 13.1.1 Receipt of materials in good condition by all consignee/s to the satisfaction of BHEL as per order,
  - 13.1.2 Return of all materials provided by BHEL to the printer  
Alongwith machine proofs approved by BHEL or its ad. agency
  - 13.1.3 Receipt of bills duly verified by the nominated Advertising Agency, if any.
  - 13.1.4 A certificate from a reputed lab (third party) with regard to specification of the paper used in the Calendars delivered

- 13.2 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 13.3 Payment shall be released for the actual quantity delivered and the applicable Unit rates shall be applied to derive the final amount.
- 13.4 BHEL reserves the right to make payment through E-mode

Successful bidder shall be required to furnish the following information upon placement of order **on their letter head**:

**Re: EFT Payments**

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

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

#### 14.0 PAPER

- 14.1 Paper used by the printer should be strictly as per our specifications. **Samples enclosed should also bear brief specification, signature and stamp of the bidder.** Successful printer shall be required to submit a certificate from a reputed lab (third party) with regard to specification of the paper used in the Calendars delivered, after completion of the job, along with the bills.

#### 15.0 PRODUCTION

- 15.1 Print-ready File on CD shall be supplied by BHEL or its authorized advertising agency.
- 15.2 Printing shall be supervised at all stages by BHEL representative or its authorized advertising agency, which shall be intimated in due course.
- 15.3 Printer shall return all materials (Transparencies/ Photographs/ CD of Design, etc., as applicable) to us in good condition. The printer's bills are to be routed through our Advertising Agency for due verification by it, as soon as the job is satisfactorily completed. However, in case BHEL decides to directly supervise the printing and fabrication, the printer's bills shall be submitted directly to us.
- 15.4 BHEL shall be the final authority for accepting the job and reserves the right to inspect printing and fabrication from proofing to the final stages.

#### 16.0 PRINTING TIME AND DELIVERY SCHEDULE

- 16.1 Printing time and delivery schedule has to be strictly adhered as per the Printing Schedule given in the enclosed Annexure – II A.

#### 17.0 PENALTY – QUALITY

- 17.1 If the final product does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods. If at all the goods are accepted, BHEL reserves the right to impose maximum **penalty @10% of the cost of both versions.** Bidder shall be given reasonable opportunity to place his side before the penalty is applied.



**18.0 PENALTY – DELAY**

- 18.1 The printing schedules given at Annexure – II A will have to be strictly adhered to.
- 18.2 **Any delay beyond specified schedule for completion of dispatches or job, as applicable for the both types of the Calendars, will invite imposition of penalty at the rate of 1% per day of the undelivered quantites of boh types of calendars.** BHEL reserves the right to refuse to accept delivery beyond delay of two weeks.

**19.0 RISK PURCHASE**

- 19.1 BHEL at its option will be entitled to terminate the contract and get the printing done elsewhere at the risk and cost of the printer either the whole of the goods or part thereof which the printer has failed to deliver or dispatch within the stipulated time as aforesaid or if the same are not available, with the best and the nearest available substitute thereof.
- 19.2 The printer 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 17 & 18 above.

**20.0 DISPATCH**

- 20.1 Instructions for dispatch of specified quantities of calendars for each Unit/ Division through specified transporters of BHEL shall be provided subsequently. No additional charges towards manpower, labour, taxes/ duties/ levies, etc., for loading on the vehicles, etc., shall be payable by BHEL and total price quoted shall be deemed to be inclusive of all such activities.
- 20.2 **No extra delivery charges shall be payable for local delivery of the both types of calendars in BHEL offices based in Delhi/ NCR or the same city, in case of outstation printers.**

**21.0 CHANGE IN THE ORDERED QUANTITY**

- 21.1 BHEL reserves the right to increase or decrease the ordered quantity by  $\pm 10\%$  before completion of printing work.

**22.0 ARBITRATION**

- 22.1 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.

- 22.2 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.

### **23.0 EFFECT AND JURISDICTION OF CONTRACT**

- 23.1 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.

### **24.0 CONFIDENTIALITY**

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

### **25.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 25.1 The Printer should specifically mention that all the terms and conditions described above, including the penalty clauses, are unconditionally acceptable.
- 25.2 Any deviation to BHEL terms and conditions or counter terms and conditions prescribed by the Printer in the Tender shall not be considered and may lead to outright rejection of such offer.

### **26.0 INCOMPLETE TENDERS**

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

### **27.0 CANCEL/SCRAP OF TENDER**

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

**28.0 CONTRACT TERMINATION**

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

**29.0 AUTHORISED OFFICER**

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

**30.0 CONTACT PERSONS**

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

- Sh. Rohit Inder Singh – Senior Manager (CC)  
Tel.: 011-23365669, e-mail: [ccris@bhel.in](mailto:ccris@bhel.in)  
Fax: 011-23342769
- Sh. Sandeep Agarwal – Executive (CC)  
Tel.: 011-23340472, email: [sandeepagarwal@bhel.in](mailto:sandeepagarwal@bhel.in)  
Fax: 011-23342769

## ANNEXURE – II A

## PRINTING SCHEDULE FOR WALL CALENDARS (STANDARD VERSION &amp; DELUXE VERSION):

- |   |  |   |                            |
|---|--|---|----------------------------|
| 1 | Placement of LOI   | : | 0 <sup>th</sup> Day *      |
| 2 | Delivery of the transparencies & Print-ready file of Design by Advertising Agency/BHEL.  | : | 0 <sup>th</sup> Day        |
| 3 | Submission of Machine Proofs by Printer  | : | 2 <sup>nd</sup> Day        |
| 4 | Approval of final Machine Proofs by Agency/BHEL (incl. Holiday Sticker) & release of the same for printing   | : | 4 <sup>th</sup> Day        |
| 5 | <b>Completion of printing of ordered quantities for Wall: Calendar Standard Version: 1,38,000 nos. as well as of Wall Calendar: DELUXE Version: 2,000 nos.</b>               |   | <b>12<sup>th</sup> Day</b> |
| 6 | <b>Completion of Binding of Wall Calendar – DELUXE: Version: 2,000 copies</b> and Commencement of binding, packing and delivery/ dispatch of Wall Calendar –Standard Version |   | <b>14<sup>th</sup> Day</b> |
| 7 | <b>Completion of dispatch of the entire ordered Quantity, including various languages versions of Wall Calendars- Standard version</b>                                       | : | <b>25<sup>th</sup> Day</b> |

Note: Penalty/Price Reduction shall be applicable from the 26<sup>th</sup> day of the above Schedule. In case delay is arising due to BHEL at S. No. 2 and 4 above, the schedule for the subsequent steps shall be adjusted accordingly.

\* Placement of order prior to handing over inputs at 2 above is only to facilitate sourcing of paper/ materials. However, this shall not be counted for the purpose of imposing LD.

Signature and seal of the firm





## Annexure – III

## PRICE PROFORMA (Price for Evaluation)

S. No.	Description of Items	Unit rate including all taxes, labour charges for handling and loading of calendar on vehicles etc. except service tax for STANDARD VERSION of BHEL Wall Calendar 2012 (1,38,000 nos.) Annexure-I (Rupees)	Unit rate including all taxes, labour charges for handling and loading of calendar on vehicles etc. except service tax for DELUXE VERSION of BHEL Wall Calendar 2012 (2,000 nos.) Annexure-I (Rupees)
1	For processing, plate making, proofing, printing, fabrication & binding, including stickers, etc. for both types of calendars as per specifications given at (A) & (B) of Annexure-I		
2	For paper/ card of all types, used in both types of calendar as per specifications given at (A) & (B) of Annexure-I		
3	For card board boxes as per specifications for both types of calendars given at (A) & (B) of Annexure-I		
4	For drum scanning for both types of calendars as per specifications given at (A) & (B) of Annexure-I		
5	Unit Rate for both types of calendars, inclusive of all taxes & duties, labour charges for handling and loading of calendars on vehicles etc., except service tax = (1+2+3+4) for both types of calendars		
6	Service Tax, if applicable		
7	Unit Rate including service tax = (5+6) for both types of calendars	(A1)	(B1)
8	Total Computed Price for Evaluation (inclusive of all taxes + service tax) i.e. = {(1,38,000 x A1)+(2,000 x B1)}	Rs. (Rupees.....)	

Signature and seal of the firm





**Annexure - IV**

**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. CC/PCAL/CALENDAR/2012 dated 21.10.2011 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)

**Annexure-V****DECLARATION CERTIFICATE (Infrastructure and Machinery)**  
**(to be given on Bidder's letter head)**

I/We, do hereby declare that we have all the machinery in-house as listed under Sl. No. 2.1 under Infrastructure/ Capability of Terms and Conditions (Annexure –II) of the Tender Enquiry. Further, we have no objection in case BHEL desires to inspect and physically verify Machinery/ Facilities/ Infrastructure listed under Sl. No. 2.1 of Terms and Conditions (Annexure –II) of this tender enquiry and shall provide the required assistance for the same.

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





**Annexure-VI**

**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)**

## Annexure – VII

**SUBMISSION OF OFFER**

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

**i) 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 in a Separate Envelope)**

- a) Earnest Money Deposit (EMD) as given in Clause 3.0 of Terms & Conditions. 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 2.0 of Annexure-II of **Eligibility Conditions/ Pre Qualification Requirement (PQR)**.
- b. **No Deviation Certificate** as per Annexure-IV.
- c. **Declaration Certificate (Infrastructure and Machinery)** as per Annexure-V
- d. **Declaration Certificate (Legal)** as per Annexure-VI
- e. **Check List** as per Annexure-VIII.
- f. Acceptance to '**BHEL Terms & Conditions**' as per Annexure-II including '**Delivery Schedule**' as per Annexure-IIA and Conformity to '**Specifications/ Scope of Work**' as per Annexure-I, by way of signing and affixing rubber stamp on each page.
- g. **Samples of Papers/ Cards** as per requirement given in Specifications. Each paper should bear specification, signature and stamp of the bidder

**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.

**ii) PART – 'II' : PRICE BID (Sealed Envelope)**

Envelope duly sealed and superscribed with 'PART II', should contain the following:



a) Price Bid as per proforma given in Annexure III.

**Note:** PART 'II' to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

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

1. **Quotation for printing of BHEL Calendars-2012.**
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.



**Annexure – VIII**
**Checklist**

S.No.	Description /Item	Enclosed Yes/No
1.	<b>Earnest Money Deposit</b> of Rs. 1.5 lakhs as per Clause No. 3.0 of the Terms & Conditions	Yes/No
2.	<b>No deviation Certificate</b> as per Annexure – IV on your letter head.	Yes/No
3.	<b>Declaration Certificate (Infrastructure and Machinery)</b> as per Annexure-V on your letter head	
4.	<b>Declaration Certificate (Legal)</b> as per Annexure-VI	
5.	Documents/ Information required as per Clause-2.0 of Annexure-II of <b>ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)</b> <ul style="list-style-type: none"> <li>List of machinery including as mentioned under Sl. No. 2.1 of Annexure II</li> <li>List of orders in past 3 years for different clients including copy of atleast one purchase order for 1,00,000 multi leaves wall calendars or more</li> <li>Balance sheets for financial year 2008-09, 2009-10, 2010-11</li> <li>Valid certificate for conforming to ISO 9001 standards</li> <li>Copy of proof of valid registration for service tax</li> </ul>	Yes/No
6.	Signed and stamped copies of 'Specifications/Scope of Work', 'Terms & Conditions' and 'Printing Schedules' (Annexure- I, II, IIA) as token of acceptance.	Yes/No
7.	Papers/Card Sample as per specifications bearing specifications, sign and rubber stamp of the bidder for both types of Calendars	Yes/No
8.	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
9.	Part 'II' sealed in a separate envelope duly superscribed with Part II (Price Bid) containing Price Bid as per proforma given in (Annexure III).	Yes/No

