

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट संचार
Corporate Communication

No. CC/PUBL/03/2022-23
21.03.2023

NOTICE INVITING SINGLE TENDER

To
Friends Printers Ltd.
A-43, Okhla Industrial Area,
Phase-II
New Delhi 110020

Kind Attention: Mr. Mahender

Dear Sir,

Subject: Urgent Printing of BHEL product brochures

BHEL intends to print 1500 BHEL product brochures of 12 titles.

BHEL invites your best competitive offer in single part for printing of 1500 product brochures in 12 categories/ titles as per enclosed 'SPECIFICATIONS & SCOPE OF WORK' (Annexure-I).

The bidder should be equipped to execute the job in the following time frame:

- Completion of Printing of 1500 product brochures: on/before 24.03.2023 or on date specified by BHEL
- Completion of delivery of printed brochures to BHEL as per date specified by BHEL

The following enclosures form an integral part of this tender:

- | | |
|--------------|------------------------------------|
| Annexure-I | : Specifications and Scope of Work |
| Annexure-II | : General Terms & Conditions |
| Annexure-III | : Printing & Delivery Schedule |
| Annexure-IV | : Price Proforma |
| Annexure V | : No Deviation Certificate |

Your complete offer, as per details given above should be submitted on or before 12:00 HRS (PM/Noon), on 22.03.2023 at the following address:

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General Manager
Corporate Communication
Ground Floor, Corporate Office
BHEL House, Siri Fort, New Delhi 110049

The bid will be opened on 22.03.2023 at the above mentioned address.

Thank you.

Vaishali
(Vaishali Wadhwa Choudhury)
Dy. Manager (CC)



SPECIFICATIONS / SCOPE OF WORK

BHEL PRODUCT BROCHURES

1.	QUANTITY	1500
2.	SIZE	A4
3.	NO. OF PAGES	
	i	Covers: 4 of each brochure
	ii	Inside Pages: 8 ± 4 (may be increased in multiples of 4)
4.	PAPER	
	i Cover	225 GSM Magno Matt
	ii Inside Pages	170 GSM
5.	PRINTING	
	i. Cover	4+4 Colour with Matt Lamination
	ii. Inside Pages	4+4 Colour
6.	LAMINATION	As mentioned at Sl. No.5. i above
7.	INPUTS	Print-ready file would be provided by BHEL's authorised advertising agency directly or by BHEL. However, printer has to open and check the file from the point of view of production. Any corrections / system work for enhancing photographs quality, as required, in the print-ready files shall be in printer's scope.
8.	BINDING	Centre Stapling
9.	PACKING	To be shrink wrapped in bundles of 50 each, packed in cartons.
10.	DELIVERY	Within 3 days from sharing of the final print ready file by BHEL; To be delivered at BHEL, Corporate Office, Siri Fort, New Delhi

Vaishali



GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects.
- 1.2 Price quoted should be firm and net.

2.0 PRICE

- 2.1 Unit price to be quoted separately. Wherever lump sum, the same should be indicated accordingly. All prices quoted should be inclusive of all (as per given scope of work), as applicable, except GST. GST should be indicated separately in the space provided in the attached Price Proforma.

CORRECTION OF ARITHMETIC ERRORS

- 2.2 Price to be filled-in as per the Price Proforma only, enclosed as Annexure-IV. Change in Proforma is not allowed.
- 2.3 If, in the price structure quoted for the items, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
- 2.4 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 2.5 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 3.3 and 3.4 above.
- 2.6 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above



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lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.7 Offers not fulfilling any of the above conditions are liable for rejection.

3.0 VALIDITY

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

4.0 TAXES

4.1 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 Performa enclosed as Annexure-IV.

4.2 To enable BHEL to avail GST Input Tax Credit, vendor/bidder shall submit GST compliant tax 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.

4.3 Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents.

4.4 GSTIN of BHEL will be provided to the vendor/bidder by respective office of BHEL along with the work order.

4.5 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non-payment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the vendor/bidder's bill.

4.6 Payment to the vendor/bidder will 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 vendor/bidder.

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4.7 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

4.8 All requirements for issue of E-way bill will be the responsibility of the bidder.

4.9 Applicable GST shall also be recoverable from the vendor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

5.0 TERMS OF PAYMENT

5.1 100% payment shall be made within 45 days from the date of receipt of admissible bills post satisfactory completion of the job as per tender. All payments shall be subject to Statutory Deductions as per norms. While making the payment, statutory deductions as applicable, shall be made by BHEL.

5.2 BHEL reserves the right to make payment through EFT mode.

5.3 No advance payment of work will be made to the agency.

5.4 Further the payments are subject to terms & conditions mentioned under Taxes & Duties.

6.0 PAPER

6.1 Paper used by the printer should be strictly as per our specifications.

7.0 PRINTING TIME AND DELIVERY SCHEDULE

7.1 Printing time and delivery schedule has to be strictly adhered to as per the Printing Schedule given in the enclosed Annexure-III for the Product brochures.

7.2 Owing to the product brochures being required for very important stakeholders urgently, printing and completion of delivery of the same to be finished by/before 24.03.2023 or on the date specified by BHEL at the time of sharing of the print-ready file.

8.0 CHANGE IN THE ORDERED QUANTITY

8.1 BHEL reserves the right to increase or decrease the ordered quantity by $\pm 10\%$.



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9.0 QUALITY

9.1 If the final product does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods. Since the printed copies are for very important stakeholders, strict adherence to mentioned specifications is required.

10.0 PENALTY – DELAY

10.1 The printing schedule given at Annexure-III will have to be strictly adhered to. Owing to urgent nature of the job, printing and completion of delivery of BHEL product brochures has to be completed by/before date specified by BHEL at the time of sharing of print-ready file.

10.2 Any delay beyond specified schedule for completion of delivery or job, as applicable for the BHEL product brochures, will invite imposition of penalty.

10.3 LD shall be levied @2% per day of delay on the total order value.

10.4 In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.

10.5 On account of urgent requirement of the reports, BHEL reserves the right to refuse to accept delivery of goods beyond delay of one week.

10.6 Bidder on whom penalty on account of delay is levied may be liable for disqualification and of being barred from future participation in BHEL tenders, subject to BHEL's discretion, up to a period as decided by BHEL.

11.0 INSPECTION

11.1 The bidder shall be solely responsible for adherence to specifications, quality of workmanship, and timely supplies. However, in case BHEL representatives desire to inspect the works at any stage during execution, the bidder shall have to provide all necessary assistance and arrangements for this purpose.

11.2 Paper should be ready and available well before BHEL shares the print-ready file, in order to maintain printing and delivery schedule. BHEL reserves the right to send its representatives to the printer's facility to examine the quality of paper procured.



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12.0 RISK PURCHASE

12.1 In the event the bidder has failed to deliver any part of the service within the time stipulated, BHEL may arrange it from elsewhere at the risk and the cost of the bidder. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clauses 10 & 11 above.

12.2 If the bidder fails to deliver services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses or is unable to supply services or materials covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

13.0 FORCE MAJEURE

13.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

13.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 02 (two) days after the occurrence of such event.

13.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's



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performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

13.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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

14.0 BHEL FRAUD PREVENTION POLICY

14.1 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

15.0 ARBITRATION

15.1 In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arise between BHEL and the bidder in connection with or arising out of the Order/Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.

15.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 16.1, shall be finally settled by Arbitration.

15.3 Any dispute shall be referred to the sole arbitration of Head of Corporate Communication of BHEL or his/her nominee, within 45 days of the receipt of the notice invoking arbitration.

15.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;



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- In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
- The place of Arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- The language of the Arbitration Proceedings shall be English.
- The law governing the arbitration proceeding shall be the Indian law and
- The cost of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless they otherwise agree.

16.0 EFFECT AND JURISDICTION OF CONTRACT

16.1 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.

17.0 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY

17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged 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

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the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

18.0 INTEGRITY CLAUSE

18.1 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 website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

Commitment by Bidder/ Supplier/ Contractor:

The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts



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or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

19.0 CONTRACT TERMINATION

19.1 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.

20.0 ACCEPTANCE OF TERMS AND CONDITIONS

20.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause.

21.0 INCOMPLETE TENDERS

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

22.0 CANCEL/SCRAP OF TENDER

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

23.0 CONFIDENTIALITY

23.1 All information in the Tender Document is meant only for the bidder's consumption and not for sharing, unless and otherwise, authorised by BHEL in writing. Please ensure compliance.

24.0 INTERNATIONAL STANDARDS OF QUALITY

24.1 Each & every item and service to conform to International Standards of Quality or else liable for rejection at no costs thereon.

25.0 AUTHORISED OFFICER

25.1 Head of Corporate Communication/ 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 bidder. The authorized officer shall hold all the meetings in Delhi only.

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26.0 CONTACT PERSONS

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

- Ms. Vaishali Wadhwa Choudhury – Dy. Manager (Corp. Comm.)
Tel.: 011-6633 7368 Email: vaishali@bhel.in Fax: 011-66337368
- Mr. Anupam Chatterjee– Manager (Corp. Comm.)
Tel.: 011-6633 7376 Email: anupam@bhel.in Fax: 011-66337376

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Annexure - III

PRINTING & DELIVERY SCHEDULE FOR BHEL Product brochures:

1500 COPIES

Communication from BHEL — For the purpose of taking immediate action by the bidder for procurement of materials as per the tender specifications.

1.0	Delivery of Print-ready file of Design by Advertising Agency/BHEL	:	0 th Day
2.0	Approval of Proofs by Agency/BHEL	:	01 st Day
3.0	Completion of printing of the ordered quantity	:	02 nd Day
4.0	Completion of delivery of printed copies	:	03 rd Day

Penalty shall be applicable (as per clause no. 10.0 of Annexure-II) from the 3rd day of the above Schedule on account of delay attributed to the bidder.

GENERAL NOTES:

1. For calculating number of days with respect to the schedule, for the purpose of levying penalty (as applicable), date of handing over all inputs as listed at Sl. No. 1. of the schedule will alone be considered as the 0th day.
2. Owing to urgent requirement of the Product brochures, printing and completion of delivery of the brochures has to be completed by/before 24.03.2023 or date mentioned by BHEL. Penalty shall be applicable (as per clause no. 11.0 of Annexure-II) from the 3rd day of the Schedule (as applicable) for reasons attributable to the Bidder. However, delay by BHEL in giving clearances/approvals during the intermittent stages shall be subtracted from the total number of days taken in completion of delivery of the brochures.
3. Days in the above schedule means calendar days.

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Annexure - IV

PRICE PROFORMA (Price for Award of Work)

S. N	Description of Items	BHEL product brochures (1500 in 12 categories)
1	Quantity for award of work	1500
		Unit rate including Delivery of copies in New Delhi as per Specifications/ Scope as given under Annexure-I and should be all inclusive excluding GST, each to be provided separately (Rupees)
2	Unit Rate for 1500 product brochures, all-inclusive excluding GST	A
3	Amount : (1500 x A) (excl. GST)	(I)
4	GST, as applicable (%)	

Notes:

1. Award of work will be on Sl. No. 3 above
2. GST compliant invoice bearing SAC code shall have to be raised at the time of billing by the Bidder

Handwritten signature



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Annexure V

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

Certificate of Acceptance

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

"I _____ hereby certify that we have read and understood all the terms and conditions of the Tender No. CC/PUBL/03/2022-23 dated 21.03.2023, we do not have deviations to the same and that our company/firm, namely..... do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including delivery schedule and penalty clauses therein. Deviations, if any mentioned elsewhere in our bid may be treated as null and void by BHEL."

Signature of Authorised Signatory

Name/Designation and Seal of the firm

Date:

Place:

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Annexure VI

SUBMISSION OF OFFER

Your offer has to be submitted as follows:

- I. In a single sealed envelope, duly super scribed with:
 - 'Offer for Urgent Printing BHEL Product Brochures'
 - Tender No. CC/PUBL/03/2022-23
 - Due Time/ Date of Tender Submission 12:00 HRS/ 22.03.2023
 - Due Time/ Date of Tender Opening 12:30 HRS/ 22.03.2023
- II. Acceptance to "BHEL Terms & Conditions" as per Annexure-II, "Printing & Delivery Schedule" as per Annexure-III, No Deviation certificate as per Annexure V and Conformity to "Specifications/ Scope of Work" as per Annexure-I, by way of signing and affixing rubber stamp on each and every page of the complete tender document.
- III. Price Proforma (Annexure IV) 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.

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