

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



CC/WRKP/07/16-17

26.07.2016

Dear Sir,

Sub: Tender for printing of BHEL Works Policy 2016.

BHEL invites two-part quotations i.e. **Part I (Techno-commercial Bid)** and **Part II (Price Bid)** in individual sealed covers for printing & supply of **BHEL's Works Policy 2016** as per Specifications / Scope of Work enclosed as Annexure-I from printers who have one of their printing unit(s) / set up in Delhi/NCR and meet the **Eligibility Conditions/ Pre-Qualification Requirement (PQR)** in terms of **INFRASTRUCTURE/ CAPABILITY/ EXPERIENCE/ FINANCIAL/ PAST PERFORMANCE** as specified in Annexure-II A.

Detailed Specifications/ Scope of Work of the job are given in the enclosed **Annexure- I**.

Your offer, in the prescribed format as detailed in Annexure-VII, complete in all respects, and super-scribed with "**Offer for printing of BHEL Works Policy 2016**" should reach us on or before **2 PM on 01.08.2016**, at the following address:

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

or handed over to any of the following officials at the above stated address on or before 2 PM on 01.08.2016 (Monday):

1. Ms. Vaishali Wadhwa, Executive (CC), Corporate Communication, BHEL
2. Ms. Pallavi Chaudhuri, Executive (CC), Corporate Communication, BHEL

Please note that the tenders received beyond the specified submission time/ date i.e. 2 PM/ 01.08.2016 shall be treated as Late tender and shall not be considered.

Part I (Techno-commercial Bids) shall be opened at 15.00 hrs., on the same day i.e. 01.08.2016 at BHEL Corporate Office, BHEL House, Siri Fort, New Delhi – 110 049 or on any subsequent day after prior intimation to all bidders, in the presence of the bidders, who may like to be present.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कापरेट संचार

Corporate Communication



BHEL reserves the right to visit bidder's premises to physically verify the list of machineries/ facilities submitted in the 'Techno-commercial Bids'. In case the information given in the 'Techno-commercial Bids' is found to be false or not meeting the minimum requirement mentioned in the tender (as per clause no 1.0 of Annexure-IIA), the bid is liable to be disqualified and further participation in the tendering process will be blocked in such specific case(s).

Total price (all inclusive) quoted by the compliant bidders is the criteria for evaluation of price for award of work. Incomplete offers shall not be accepted.

Bidders are free to inspect similar samples at their earliest for 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.

Thanking you,

Yours faithfully,

Vaishali
(Vaishali Wadhwa) 26/07/16
Executive (CC)

Enclosed:

- | | |
|-----------------|------------------------------------|
| Annexure-I | : Specifications and Scope of Work |
| Annexure-II A | : Special Terms & Conditions |
| Annexure-II B | : General Terms & Conditions |
| Annexure-III | : Printing & Delivery Schedules |
| Annexure-IV | : No Deviation Certificate |
| Annexure-V | : Declaration Certificate |
| Annexure – VI | : Price Proforma |
| Annexure VII | : Submission of Offer |
| Annexure – VIII | : Checklist |

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - I

SPECIFICATIONS / SCOPE OF WORK

1	QUANTITY	600 (Six hundred) copies
2	SIZE	
2a	Hard Case	222mm x 286mm (Finished size plus margins for tunnelling) + approx. 10 or 11 mm spine (inside pages 56 pages)
2b	Jacket	605mm x 288mm (open size) with folds & creasing for spine of around 10 or 11 mm and gatefolds (2 nos.) of 73 mm on either side
2c	Inside Pages & End Covers	215mm x 279 mm (finished size)
3	NO. OF PAGES	
	i	4 Front End Covers & 4 Back End Covers + PLC + Jacket
	ii	Inside Pages: 56
4	PAPER	
	i PLC	130 GSM Royal C2S
	ii Inside Pages	170 GSM Royal C2S
	iii. Jacket	170 GSM Royal C2S
	iv. End Covers	170 GSM Royal C2S
5	PRINTING	
	i PLC	4+ 0 colour
	ii Inside Pages	4 colours throughout
	iii Jacket	4 + 0 colour
	iv Front End Covers	4 + 0 colour
	v Back End Covers	No printing
6	LAMINATION (Matt or Gloss)	Matt Lamination on PLC & Jacket
7	GATE FOLD	Only on the Jacket
8	DIE CUT DOCKET & PASTING	Approx. 95 mm in height around the width with pasting margins on the back inside cover of the hardcase. Docket to be made from 300 GSM ART CARD Royal C2S
9	INPUTS	
	i Designs on CD	Print-ready File will be provided by BHEL. However, printer has to open and check the file from the point of view of production. Any corrections/system work required for completion of job in Print-ready file shall be in printer's scope.
10	PROOFING	
	i	Machine proof of Cover
11	BINDING	Section sewing & hard case made from 2.5 mm imported flat back board, Page 1 of Front and page 4 of Back End covers to be pasted on the hard case
12	PACKING	In multiple of 20s wrapped in brown paper
13	DELIVERY	At our office in Delhi NCR- 50 advance copies on 7 th day Balance copies on 14 th day

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Note:

- i. Designs/ Photographs/ Transparencies/ CDs supplied by BHEL to be returned immediately after completion of printing.
- ii. Your offer must include samples of Papers as per specification given above.
- iii. PDF for web hosting applications and Print Ready open file along with fonts for subsequent updation and reprints on CD of the compendium, to be submitted along with the bills.

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure – IIA

SPECIAL TERMS & CONDITIONS

1.0	ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)	
	Only those bidders who meet the PRE QUALIFICATION REQUIREMENT (PQR) in terms of INFRASTRUCTURE/ CAPABILITY/ EXPERIENCE/ FINANCIAL/ PAST PERFORMANCE as specified below, are eligible to quote:	
1.1		Documents to be submitted for scrutiny for compliance
	ADDRESS PROOF	Self-attested copy of certificate of incorporation in the name of the bidder in NCR OR Self-attested copy of Registration with any tax authority in NCR along with the last paid Landline telephone bill or the latest paid Electricity bill in the name of the Printing Unit for NCR based location
1.2	INFRASTRUCTURE/ CAPABILITY	
	The bidders must have the following machinery and ancillary equipment, as the minimum requirement:	
		Documents to be submitted for scrutiny for compliance
1.2.1	CTP facility in-house: ONE	Self-certified List of Machinery highlighting each set of the machines/facilities/set-up specified
1.2.2	Minimum ONE no. Sheet-fed 4-Colour (or more) Machine in size suitable to print a minimum of 4 pages in the specified size simultaneously on one side of the sheet	do
1.2.3	Minimum ONE Automatic Folding Machine	do
1.2.4	Minimum ONE Automatic Section Sewing Machine	do

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



1.2.5	Minimum ONE Programmable Trimming/ Cutting machine to cut the book block in the specified size	do
1.2.6	Facility for Fabrication of Hard Case including Tunneling as per specifications	do
1.2.7	Bidders should have in-house Quality Management Systems. Bidder to produce valid ISO or equivalent certificate as applicable in the printing industry	Copy of Valid ISO OR equivalent certificate as applicable in the printing industry
1.2.8	Adequate Power back-up to run all machines mentioned above	Self-attested list of machinery highlighting specified item
Note:		
a	The number specified for each machine/ facility in excellent working condition is the minimum requirement to be available with the bidder for deployment on BHEL's job on dedicated basis. Back-up of each of the machines mentioned above is implied and should be made available as & when required.	
b	BHEL reserves the right to ask for photographs for the specified facilities/machineries if required to verify the details submitted by the bidder	
c	BHEL reserves the rights to visit bidder's premises for physical verification of the list of machines submitted. 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	
1.3	EXPERIENCE	
1.3.1	Similar experience in printing of Hard Case bound Publications/ Books for PSUs/Govt./Listed Companies in the last 3 years.	<p>a. Self-attested copy of AT LEAST ONE such Purchase Order for printing of 600 copies or more of Hard Case Bound Publication/ Books in the last 3 years.</p> <p>b. One Sample Copy of Hard Case bound Job on returnable basis</p>

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कापरेट संचार

Corporate Communication



Note: In case of PO submitted for the current year, bidder is also required to submit the Work Completion certificate for the same.

1.4	FINANCIAL	
1.4.1	Average Annual financial turnover of bidders of last three years should be more than Rs. 1.8 lakh	Certified true copy of audited Balance Sheet, Profit & Loss Account and Income Tax Returns duly vetted by CA (as may be applicable in the individual bidder's case) are required to be submitted by the bidder
1.4.2	Registration for Taxes applicable	Self-attested copies of Pan Card & Proof of Registration for various taxes as may be applicable
1.5	UNSATISFACTORY PAST PERFORMANCE	
1.5.1	BHEL reserves the right to reject the bidders whose services have not been found satisfactory in the past or 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	

2.0 AWARD OF WORK

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

2.1.1 **PART I (TECHNO-COMMERCIAL BID)** Opening comprising:

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

- Documents and information required for ascertaining the qualification of the printer as per clause 1.0 of Annexure-IIA 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 submitted in the 'Techno-commercial Bids').

In case the information given in the 'Techno-commercial Bid' is found to be false or not meeting the

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कापेरिट संचार

Corporate Communication



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 & Machinery) as per Annexure-V
- d. Check List as per Annexure-VIII
- e. Acceptance to 'BHEL Special Terms & Conditions' (Annexure-IIA); 'BHEL General Terms & Conditions' (Annexure-IIB); 'Printing & Delivery Schedule' (Annexure-III) and Conformity to 'Specifications/ Scope of Work' (Annexure-I), by way of signing and affixing rubber stamp on each page.
- f. Paper Samples as per specifications given in Annexure-I to be submitted along with Part I of the offer. On the Blank Samples for each type of paper, the bidder should indicate specifications for different materials in line with requirements specified in the tender in Annexure I, sign & stamp.

Note:

- a. BHEL reserves the right to reject the bidders whose services have not been found satisfactory in the past or 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.
- b. 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.

2.1.2 PART II (PRICE BID) COMPRISING:

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

- a. Price Bid as per Performa given in **Annexure VI**.

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.

2.1.3 AWARD OF WORK shall be made on the overall lowest compliant bidder.

3.0 PRICE EVALUATION

- 3.1 Prices to be submitted in a separate sealed cover in the enclosed Price Performa (Annexure – VI)

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कापरेट संचार

Corporate Communication



- 3.3 The bidders are required to quote essentially for the entire scope of work.
- 3.4 Price evaluation of the lowest bidder (L-1) would be on the basis of the Total Price (all taxes, duties & levies but excluding service tax) Sl. No. 3.0 of Price Proforma (Annexure-VI).
- 3.5 Variation in number of inside pages vis-à-vis specified shall be calculated on pro-rata basis in accordance to the unit rates quoted for the items applicable for inside pages.
- 3.6 Subsequent increase in quantities up to 10% beyond specified quantity will be governed by the Unit rates quoted by the successful bidder or on pro-rata basis.
- 4.0 PAPER**
- 4.1 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.**
- 5.0 PRINTING TIME AND DELIVERY SCHEDULE**
- 5.1 Printing time and delivery schedule has to be strictly adhered as per the Printing Schedule given in the enclosed Annexure – III.
- 6.0 PENALTY – QUALITY**
- 6.1 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 total cost.** Bidder shall be given reasonable opportunity to place his side before the penalty is applied by BHEL.
- 7.0 PENALTY – DELAY**
- 7.1 The printing schedules given at Annexure–III will have to be strictly adhered to.
- 7.2 **Any delay beyond specified schedule for completion of dispatches or job, as applicable will invite imposition of penalty.**
- 7.3 In case of staggered delivery, LD shall be 2% of the undelivered portion per day of delay or part thereof subject to a maximum of 10% of the total order value.
- 7.4 In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



7.5 BHEL reserves the right to refuse to accept delivery beyond delay of one week.

8.0 DESPATCH

8.1 Instructions for delivering of specified quantities in NCR will be given to successful bidder at a later date. However, no additional charges towards manpower, labour, taxes/ duties/ levies, etc., for loading on the vehicles/ delivery to the given address in NCR, etc., shall be payable by BHEL and price quoted shall be deemed to be inclusive of all such activities.

9.0 INSPECTION

9.1 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 work at any stage during execution, the bidder shall provide all necessary assistance and arrangements for this purpose.

10.0 LATEST UPDATES

10.1 All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and <http://eprocure.gov.in>) only. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

(Signature of Printer with Seal)

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure – IIB

GENERAL TERMS & CONDITIONS

1.0 SUBMISSION OF OFFER

Your offer should be complete in all respects (Refer Check-list at Annexure-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 PRICE

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

2.2 All prices quoted including for the paper should be inclusive of all taxes, duties, etc., as applicable, except service tax if applicable, which should be indicated separately in the column provided in the Price Performa enclosed as Annexure-VI.

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 **Sl. No. 2.3 and 2.4** 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 lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



- 2.7 Price to be filled-in as per the Price Performa enclosed as Annexure-VI. Change in Performa is not allowed
- 2.8 Offers not fulfilling any of the above conditions are liable for rejection.
- 3.0 **TAXES**
- 3.1 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, if applicable, should be indicated separately in the specified place in Price Performa enclosed as **Annexure- VI**.
- 4.0 **PRICE ESCALATION CLAUSE**
- 4.1 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.
- 5.0 **VALIDITY OF OFFER**
- 5.1 Your offer should be valid for at least 30 days from the date of opening of the Bid.
- 6.0 **TERMS OF PAYMENT**
- 100% payment shall be made within 30 days from the date of receipt of bills duly supported with the acknowledge copies of challans for receipt of quantities in good conditions and return of all input materials like CD's, hard copies etc., provided by BHEL to the printer. All payments shall be subject to Statutory Deductions as per norms.

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



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 e-MAIL – 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"

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



7.0 CHARGES FOR COLLECTION OF INPUTS AND DELIVERY OF PROOFS

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

8.0 RISK PURCHASE

8.1 In the event the bidder has failed to deliver or dispatch whole of the goods or any part within the time stipulated, BHEL may purchase/arrange it from elsewhere at the risk and the cost of the seller. 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 6.0 & 7.0 in Annexure II A.

8.2 If the bidder fails to deliver goods 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 goods 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 the 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.

9.0 FORCE MAJEURE

9.1 "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.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



- 9.2 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 two (02) days after the occurrence of such event.
- 9.3 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 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.
- 9.4 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.
- 9.5 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

10.0 ARBITRATION

- 10.1 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.
- 10.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 11.1, shall be finally settled by Arbitration.
- 10.3 Any dispute shall be referred to the sole arbitration of Head of Corporate Communication of BHEL or his nominee, within 45 days of the receipt of the notice invoking arbitration.
- 10.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



10.4.1 In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.

10.4.2 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.

10.4.3 The language of the Arbitration Proceedings shall be English.

10.4.4 The law governing the arbitration proceeding shall be the Indian law and

10.4.5 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.

10.5 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.

11.0 EFFECT AND JURISDICTION OF CONTRACT

11.1 The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

12.0 CONTRACT TERMINATION

12.1 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.

13.0 AUTHORISED OFFICER

13.1 The Addl. General Manager (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.

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

काॅर्पोरेट संचार

Corporate Communication



15.0 CONTACT PERSONS:

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

- **Ms. Vaishali Wadhwa-- Executive (CC)**
Tel.: 011-23346290 Email: vaishali@bhel.in
Fax: 011-23342769
- **Sh. Ajay Gupta – DGM (CC)**
Tel.: 011-23340473, Email: ccag@bhel.in
Fax: 011-23342769

(Signature of Printer with Seal)

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - III

PRINTING AND DELIVERY SCHEDULE FOR BHEL WORKS POLICY 2016

PLACEMENT OF LOI- For the purpose of taking immediate action by the bidder for procurement of materials as per the tender specifications.

- | | | |
|----|-------------------------------------------------------------------------------------------|------------------------|
| 1. | Handing over of Print Ready File by BHEL or its agency | : 0 th day |
| 2. | Submission of Proof of Jacket, 4 colour matter on front inside cover and two inside pages | : 1st day |
| 3. | Approval of Epson proofs by BHEL | : 2 nd day |
| 4. | Completion of printing | : 5 th day |
| 5. | Completion of fabrication | : 7 th Day |
| 6. | Packing & Delivery 50 copies | : 7 th day |
| 7. | Packing & Delivery of balance copies | : 14 th day |

Note: Penalty/Price Reduction is applicable from 7th/ 14th day respectively of the above Schedule. In case of delays arising due to BHEL at S. No. 3 above, the schedule for the subsequent steps shall be adjusted accordingly.

(Signature of Printer with Seal)

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - IV

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

Certificate of Acceptance

"Certified that we have read and understood all the terms and conditions of the Tender No. CC/WRKP/07/16-17 dated 26.07.2016 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.

(Signature of Authorized Signatory)

(Designation)

Date:

Place:

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - V

**DECLARATION CERTIFICATE (INFRASTRUCTURE & MACHINERY)
TO BE GIVEN ON THE BIDDER'S LETTER HEAD**

I/We do hereby declare that we have all the machinery in-house as listed under **sl. no. 1.2.1 -1.2.8** under **Infrastructure/ Capability of Terms & Conditions (Annexure-IIA)** of the Tender Enquiry. Further, we have no objection in case BHEL desires to inspect and physically verify Machinery/ Facilities/ Infrastructure etc. listed under **Sl. No. 1.2.1-1.2.8** of Annexure-IIA of this Tender Enquiry and shall provide the required assistance for the same.

(Signature & Seal of the firm)

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - VI

PRICE PERFORMA FOR BHEL WORKS POLICY 2016

Quantity	600 books (as per specifications)	
1	Processing, Printing and Fabrication & Binding as per specifications given in Annexure – I for booklet	
1.1	Cost of processing, printing, fabrication and binding, inclusive of taxes/ duties applicable, but excluding Service Tax, if any for booklet	Rs. (Rupees in words)
2	Paper as per specifications given in Annexure – I	
2.1	Cost of 130 GSM Royal C2S paper for PLC inclusive of taxes/ duties applicable, but excluding Service Tax, if any	Rs. (Rupees in words)
2.2	Cost of 170 GSM Royal C2S paper for inside pages, inclusive of taxes/ duties applicable, but excluding Service Tax, if any	Rs. (Rupees in words)
2.3	Cost of 170 GSM Royal C2S paper for Jacket	Rs. (Rupees in words)
2.4	Cost of 170 GSM Royal C2S paper for End Covers	Rs. (Rupees in words)
2.5	Cost of Hard Board as per specifications including paper for docket	Rs. (Rupees in words)
3	Total Cost inclusive of taxes/ duties applicable, but excluding Service Tax, if any (1.1 + 2.1 + 2.2+2.3+2.4+ 2.5)	Rs. (Rupees in words)
4.	Service Tax, in case applicable	Rs. (Rupees in words)
5	Grand Total, all inclusive (3+4)	Rs. (Rupees in words)

(Signature of Printer with Seal)

Varishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



Annexure - VII

SUBMISSION OF OFFER

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

PART "I": TECHNO-COMMERCIAL BID (Sealed Envelope) containing following:

Part I (Techno-commercial Bid) duly super scribed with Part I (Technical-commercial Bid) in sealed cover to contain following:

a. Self-attested copy of certificate of incorporation in the name of the bidder in NCR
OR

Self-attested copy of Registration with any tax authority in NCR along with the last paid Landline telephone bill or the latest paid Electricity bill in the name of the Printing Unit for NCR based location.

b. List of machinery specifically highlighting machines or facilities specified against Sl. Nos. 1.2 .1 to 1.2.8

c. Bidders have to submit a self-attested copy of valid ISO certificate OR equivalent certificate as applicable in the printing industry

d. Self-attested copy of PO

e. Certified copies of Balance Sheet & Profit & Loss Account or ITR Statements for any three financial years from 2011-12, 2012-13, 2013-14 & 2014-15 to be enclosed

f. No Deviation Certificate as per Annexure-IV

g. Declaration Certificate (Infrastructure & Machinery) as per Annexure V

h. Check List as per Annexure-VIII

i. Acceptance to "BHEL Special Terms & Conditions" Annexure-II A, "BHEL General Terms & Conditions" Annexure-II B, "Printing & Delivery Schedule" Annexure-III and Conformity to "Specifications/ Scope of Work" Annexure-I, by way of signing and affixing rubber stamp on each page

j. Self-attested copy for proof of tax registration applicable

k. One Sample of "Hard Case job with Printed Lamination Cover (PLC) duly pasted & tunneling with Book Block & End Covers printed & section sewn along with Purchase Order for same.

Note: Bidders to ensure that their offers are complete in accordance to above requirement in all respects. Any deviation or non-compliance may lead to rejection of their offer and Part-II of their offer may not be opened.

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



i) **PART – "II": PRICE BID (Sealed Envelope)**

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

- a) Price Bid as per Performa given in **Annexure VI**.

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 super scribed with:

1. Quotation for **Printing of 'BHEL's Works Policy 2016.'**
2. Tender Number **CC/WRKP/07/2016-17**
3. Due date and time of submission of offers.
4. Name and address as given in the covering letter.
5. Name and address of the bidder.

Vaishali

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

कापरेट संचार

Corporate Communication



Annexure - VIII

CHECKLIST

S.No.	Description /Item	Enclosed Yes/No
1.	Part I (Techno-commercial Bid) to contain following documents/ Information required for ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)	Yes/No
a.	Self-attested copy of certificate of incorporation in the name of the bidder in NCR OR Self-attested copy of Registration with any tax authority in NCR along with the last paid Landline telephone bill or the latest paid Electricity bill in the name of the Printing Unit for NCR based location	Yes/No
b.	List of machinery specifically highlighting the specified machines or facilities	Yes/No
c.	A self-attested copy of valid ISO certificate OR equivalent certificate as applicable in the printing industry	Yes/No
d.	Self-attested copy of PO	Yes/No
e.	Certified copies of Balance Sheet & Profit & Loss Account for any three financial years from 2012-13, 2013-14 & 2014-15 to be enclosed	Yes/No
f.	No Deviation Certificate as per Annexure-IV	Yes/No
g.	Declaration Certificate (Infrastructure & Capability) as per Annexure V	Yes/No
h.	Checklist as per Annexure VIII	Yes/No
i.	Acceptance to "Special Terms & Conditions" Annexure-II A, "General Terms & Conditions" Annexure-II B, "Printing & Delivery Schedule" Annexure-III and Conformity to "Specifications/ Scope of Work" Annexure-I, by way of signing and affixing rubber stamp on each page	Yes/No
j.	Self-attested copy for proof of tax registration applicable	Yes/No
k.	One sample of "Hard Case job with Printed Lamination Cover (PLC) duly pasted & tunneling with Book Block & End Covers printed by Web offset & section sewn.	Yes/No
2.	Part B Envelope to contain following:	Yes/No
a.	Price Bid in Price Proforma as per Annexure-VI	Yes/No

Vaishali