

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

कार्पोरेट संचार

Corporate Communication



No. CC/DIRY/01/2018-19

02.07.2018

Dear Sir,

Sub: Tender for Printing of BHEL Diary –2019

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 Diaries for the year 2019 as per break-up given under:

- | | |
|------------------------------|-------------|
| A. BHEL Customer Diary 2019: | 39,000 nos. |
| B. BHEL Employee Diary 2019: | 39,400 nos. |

Your offer, in the prescribed manner as detailed in Annexure-VII, complete in all respects, and superscribed with '**Offer for Printing of BHEL Diary 2019**' should reach us on or before **23.07.2018 (Monday) 14:00 Hrs.** at the following address:

**Additional General Manager
Corporate Communication
'D' Wing, Ground Floor
Bharat Heavy Electricals Limited
BHEL House, Sirifort
New Delhi – 110049**

The bid may be handed over to any of the following officials at the above stated address on or before **14.00 Hrs. on 23.07.2018 (Monday)** in case the size of tender packet is bigger:

1. Ms. Vaishali Wadhwa, Sr. Executive (CC), Corporate Communication, BHEL
2. Mr. Ujjwal Tomar, Sr. Executive (CC), Corporate Communication, BHEL
3. Ms. Pallavi Chaudhuri, Sr. Executive (CC), Corporate Communication, BHEL

Please note that the tenders received beyond the above specified submission time/ date shall be treated as **late tenders** and shall not be considered.

Annexure-I to Annexure-VIII enclosed herewith constitute the entire tender specs.

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The combined total price (all-inclusive but excluding GST) given against Sl. No. 2 of Annexure-VI quoted by the compliant bidders for the two types of Diaries is the criteria for evaluation of price for award of work. It is, therefore, mandatory to quote for both types of Diaries. Incomplete offers shall not be accepted/ considered for further evaluation.

Part "I" i.e. Techno-commercial Bid shall be opened at 15:00 Hrs. on the same day i.e. 23.07.2018 (Monday) at the below mentioned address or on any subsequent day after prior intimation to all bidders, in the presence of the bidders, who may like to be present:

Corporate Communication

'D' Wing, Ground Floor

Bharat Heavy Electricals Limited

BHEL House, Sirifort

New Delhi – 110049

BHEL reserves the right to visit bidder's premises to physically verify the list of machineries/ facilities mentioned 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-II A), the bid is liable to be disqualified and further participation in the tendering process will be blocked in such specific case(s).

Thanking you,

Yours faithfully,
for Bharat Heavy Electricals Limited

Vaishali
(Vaishali Wadhwa)
Sr. Executive (CC)

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Enclosed:

- Annexure-I A & I B : Specifications and Scope of Work for Customer & Employee Diaries
- Annexure-II A : Special Terms & Conditions
- Annexure-II B : General Terms & Conditions
- Annexure-II C : Terms and Conditions of Reverse Auction (RA)
- Annexure-II D : No Demand Certificate (to be submitted only by successful bidder for release of Security Deposit)
- Annexure-III : Printing & Delivery Schedule
- Annexure-IV : No Deviation Certificate
- Annexure-V : Declaration Certificate (Infrastructure & Machinery)
- Annexure-VI : Price Performa
- Annexure-VII : Submission of Offer
- Annexure-VIII : Checklist

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Annexure-I A

SPECIFICATIONS/ SCOPE OF WORK FOR BHEL CUSTOMER DIARIES 2019

1.	Quantity	39,000 Nos. (Thirty Nine Thousand Only)
2.	Size	
	Book Block (inside pages)	Approx. 240mm (height) x 176 mm (width) – Finished Size
	Front & Back End Covers	Approx. 240mm (height) x 352 mm (width) – Open Size
	Hard Case	Approx. 245mm (height) x 180mm (width) - Finished Size , apart from it, adequate margins have to be kept in cover materials in accordance to the size of the hard case specified above, for pasting the same on all sides, tunneling & spine
3.	Cover Materials	
	Hard Case Board	1.5 mm thick Smurfit Kappa Board or equivalent for Hard Case (Front, Back & Spine) which should not bend at the edges and should have required stiffness
	Cover Materials	Lotus STARITALY Covering Material of Type SYDENY S47 in Grey Shade with Colour Code S47 22 in Thermo-sensitive PU material as per material's technical characteristics or equivalent quality materials of same specifications, texture and color.
	Blind Embossing on Front Cover	Blind embossing of BHEL Logo & Year on the Front Cover in an area of approx. 52mm (height) x 40mm (width). Artwork files will be shared by BHEL with the successful bidder. Blind embossing has to be in excellent quality. Accordingly, die materials to be carefully selected for achieving the desired quality of blind embossing by the successful bidder.
4.	Paper/Printing	
	Paper	70 GSM A Grade White Maplitho of excellent quality & properties
	No. of inside pages	240 including around 40 pages of BHEL information & planner (print ready file of BHEL information & planner will be provided by BHEL, the remainder diary pages to be composed by the bidder)
	Printing	Single color black or in special color corresponding to approved pantone shade
5.	End covers	
	Paper	170 GSM Art Paper (Gloss) of excellent quality
	No. of End Covers	2 set of End covers each of 4 pages (Front & Back) in size specified above
	Printing	4+4 colors (Front & back end covers), out of which 1 page each of front & back-end cover to be pasted with hard case will not be printed
6.	Binding	Hard case, Sections-sewn Square Back. Head & Tail band with Ribbon.

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7.	Other Items Specifications	
	Book Marker	Synthetic silk ribbon (matching shade/color with the Cover) of 7 mm width and appropriate length, glued and fixed to the spine of the diary at one end, while the other end to be properly fused
8.	Packing	Individual diary to be packed in die-cut white carton made of one side coated duplex card of 250gsm of White Color with printing in 4+0 color and shrink wrapped. All diaries to be packed in lots of 20 nos. in each box, duly wrapped and sealed in polythene cover for water proofing and placed in 7 ply corrugated box to be finally strapped with PVC strips twice on one side and once on the other side for making it worthy of transportation to BHEL consignees all over the country.
9.	Delivery/Dispatch	The scope of the bidder will include loading of packed boxes on the vehicles arranged by BHEL consignees or their authorized transporters.

(Signature of Printer with Seal)

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Annexure - IB

SPECIFICATIONS/ SCOPE OF WORK FOR BHEL EMPLOYEE DIARIES 2019

1.0	Quantity	39,400 Nos. (Thirty Nine Thousand Four Hundred Only)
2.0	Size	
	Book Block (inside pages)	Approx. 208mm (height) x 135 mm (width) – Finished Size
	Front & Back End Covers	Approx. 208mm (height) x 266 mm (width) – Open Size
	Hard Case	Approx. 216mm (height) x 140mm (width) - Finished Size , apart from it, adequate margins have to be kept in cover materials in accordance to the size of the hard case specified above, for pasting the same on all sides, tunneling & spine
3.	Cover Materials	
	Board	1.5 mm thick Smurfit Kappa Board or equivalent for Hard Case (Front, Back & Spine) which should not bend at the edges and should have required stiffness
	Cover Materials	Lotus STARITALY Covering Material of Type SYDENY S47 in Grey Shade with Colour Code S47 22 in Thermo-sensitive PU material as per material's technical characteristics or equivalent quality materials of same specifications, texture and color.
	Blind Embossing on Front Cover	Blind embossing of a Year on the Front Cover in an area of approx. 10mm (height) x 30mm (width) at the right top position, and a logo tagline (Creating BHEL of Tomorrow) in an area of approx. 17mm (height) x 90mm (width) at the bottom centre. Artwork files will be shared by BHEL with the successful bidder. Blind embossing has to be of an excellent quality and die materials & quality for achieving the desired quality of blind embossing has to be ensured by the successful bidder within the quoted price.
4.	Paper/Printing	
	Paper	70 GSM A Grade White Maplitho of excellent quality & properties
	No. of inside pages	208 including around 40 pages of BHEL information & planner (print ready file of BHEL information & planner will be provided by BHEL, the remainder pages to be composed by the bidder)
	Printing	Single color black or in special color corresponding to approved pantone shade
5.	End covers	
	Paper	170 GSM Art Paper (Gloss) of excellent quality

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	No. of End Covers	2 set of End covers each of 4 pages (Front & Back) in size specified above
	Printing	4+4 colors (Front & back end covers), out of which 1 page each of front & back-end cover to be pasted with hard case will not be printed
6.	Binding	Hard case, sections-sewn Square Back. Head & Tail band with Ribbon
7.	Other Items Specifications	
	Book Marker	Synthetic silk ribbon (matching shade/color with the Cover) of 7 mm width and appropriate length, glued and fixed to the spine of the diary at one end, while the other end to be properly fused
8.	Packing	Individual diary to be packed in die-cut white carton made of one side coated duplex card of 250gsm of White Color with printing in 4+0 color and shrink wrapped. All diaries to be packed in lots of 40 nos. in each box, duly wrapped and sealed in polythene cover for water proofing and placed in 7 ply corrugated box to finally strapped with PVC strips twice on one side and once on the other side for making it worthy of transportation to BHEL consignees all over the country
9.	Delivery/ Dispatch	The scope of the bidder will include loading of packed boxes on the vehicles arranged by BHEL consignees or their authorized transporters.

(Signature of Printer with Seal)

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Annexure – II A

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	INFRASTRUCTURE/ CAPABILITY	
	The bidders must have the following machinery and ancillary equipment, as the minimum requirement:	
		Documents to be submitted for scrutiny for compliance
1.1.1	CTP facility in-house: ONE	Self-certified List of Machinery highlighting each set of the machines/facilities /set-up specified

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1.1.2	Minimum one no. each of four-color sheet-fed machine for offset printing in size 30"x40" and 25"x36" or 2 nos. each in size 20"x30" or 18"x25" for printing end covers of the 2 types of diaries simultaneously	do
1.1.3	Minimum of 2 nos. each - Single Color (or more) Sheet-fed offset-printing machines in size 30"x 40" or in size suitable for printing 32 pages (16 pages' front & back) simultaneously in size as specified in Annexure-IA for customer diary and in 25"x36" size or suitable size for printing 32 pages (16 pages' front & back) simultaneously for employee diary in size as specified in Annexure-IB OR Minimum of one nos. each single color (or more) Perfector sheet-fed offset-printing machines in 30"x40" size and 25"x36" or each machine in size suitable for printing 32 pages simultaneously (16 pages each front & back) OR Minimum of One no. single color (or more) Perfector sheet-fed offset-printing machines in size 30"x40" or 25"x36" plus Two Nos. Single color (or more) sheet-fed offset printing machines in 30"x40" or 25"x36" size for which perfector is not available for printing 32 pages (16 pages each front & back) simultaneously OR One no. Single Color (or more) Web Offset (Reel-Fed) printing machine of configuration suitable for excellent printing results with minimum cut-off size suitable for printing 32 pages simultaneously (16 pages each front & back) in the specified sizes Note: Printing machines requirement is for simultaneous printing of customer & employee diaries	do
1.1.4	Four nos. Automatic Folding Machines to fold printed sheets simultaneously for customer & employee diaries	do
1.1.5	Three nos. Automatic Section Sewing Machines for simultaneously for customer & employee diaries	do
1.1.6	Two paper programmatic cutting machines for simultaneously for customer & employee diaries	do
1.1.7	One no. Online Automatic Machine for End Paper Pasting + Back Lining + 3 Knife Trimming for high speed output	do
1.1.8	One no. automatic case maker machine for high speed output	do

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1.1.9	One no. automatic casing-in machine for high speed output	do
1.1.10	Two nos. blind embossing machines	do
1.1.11	DTP facility (adequate no. of workstations) with Laser printer suitable for Front/ Back printing	do
1.1.12	Adequate Power back-up to run all machines mentioned above	do
1.1.13	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

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	Photographs for the specified facilities/machineries is required as proof of details to be submitted by the bidder.
c	BHEL reserves the rights to visit bidder's premises for physical verification of the list of machines submitted.
d	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

1.2 EXPERIENCE

1.2.1	Experience in successful printing of 70,000 quantity of Hard Case Diaries for PSUs/Govt./Listed Companies in the last 3 years ending 31.03.2018. Please note that this does not include Telephone Index, Pocket Diaries, etc.	Self-attested copies of AT LEAST THREE such Purchase Orders each for successful printing of 70,000 Hard Case Diaries or more in the
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		past 3 (three) years ending 31.12.2017. Note: Successful Work Completion certificates on the letter-head of the client for whom the said job (copy of PO submitted) has been executed need to be enclosed along with the bid.
1.3	FINANCIAL	
1.3.1	Average Annual financial turnover of bidders of last three years should be more than Rs.80.0 lakh	Self-attested copy of audited Balance Sheet, Profit & Loss Account, Cash Flow Statements and Income Tax Returns duly vetted by CA and turnover certified by the auditor on auditors' official letter-head (for the last 3 financial years ending 31.03.2017) required to be submitted by the bidder
1.3.2	Registration for GST	Self-attested copies of PAN Card &

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		Registration number for GST.
1.3.3	GST compliant invoice bearing SSC Code for Services only shall have to be raised at the time of billing	
1.4	UNSATISFACTORY PAST PERFORMANCE	
1.4.1	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 SUBMISSION OF BID

2.0.1 PART I (TECHNO-COMMERCIAL BID) comprising:

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

- a. Earnest Money Deposit as given in clause 2.0 of General Terms and Conditions (Annexure IIB of the tender enquiry). Offers received without EMD will be rejected and Envelope containing Part I -B of the Technical Bid shall not be opened.

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

- a. A Power of Attorney in the name of authorized representative with power to sign the documents for the subject tender on behalf of the participating bidder. He/ She has to be duly appointed by the owner/director of the participating printing facility.
- b. 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 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.
- c. No Deviation Certificate as per Annexure-IV.

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- d. Declaration Certificate (Infrastructure & Machinery) as per Annexure-V along with photographs of machinery required as per Sl. No. 2.2.1 of Annexure-IA.
- e. Check List as per Annexure-VIII
- f. Acceptance to 'BHEL Special Terms & Conditions' (Annexure-IIA); 'BHEL General Terms & Conditions' (Annexure-IIB); 'RA Terms & Conditions' (Annexure-IIC), 'Printing & Delivery Schedule' (Annexure-III) and Conformity to 'Specifications/ Scope of Work' (Annexure-I A & I B), by way of signing and affixing rubber stamp on each page.
- g. A pre-bid meeting will be held on 06.07.2018 with interested bidders where samples of Diaries published last year shall be provided for a clarity on the final product desired for this year. Other concerns and tender conditions shall be deliberated in the meeting and clarifications, wherever required, shall be provided.
- h. Blank Dummies have to be submitted matching with the samples for Customer Diary and Employee Diary (*Complete Diary inclusive of hard case covers*) provided in the Pre-bid meeting as per the specifications given in Annexure-IA & IB. On the Blank Dummies for each type of Diaries, the bidder should indicate specifications for different materials, sign & stamp. Non-submission of blank dummies along with the bid may make the bid non-compliant. The bidder is liable to be rejected if in the purchaser's opinion, the samples submitted do not match the specifications laid down in the tender.

Notes:

- 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.
- c. Prices shall not be quoted anywhere in the Techno-commercial bid.

2.0.2 PART II (PRICE BID) COMPRISING:

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

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- 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.

3.0 PRICE EVALUATION & AWARD OF WORK

"BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

The attached Annexure – IIC of Terms and Conditions of Reverse Auction may be read carefully. 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.

- 3.1 Part-I, Techno-commercial bids shall be opened on the same day at **1500 Hrs.** on **23.07.2018**.

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- 3.2 The bidders are required to quote essentially for the entire scope of work i.e. both for Customer & Employee Diary.
- 3.3 Price evaluation of the lowest bidder (L-1) would be on the basis of the **Combined Total Price** (all-inclusive but excluding GST) of **estimated 39,000 copies of Customer Diary (as per specifications given in Annexure-I A) + estimated 39,400 copies of Employee Diary (as per specifications given in Annexure-I B), given in Sl. No. 2 of Price Performa (Annexure-VI)** i.e. Total Computed Price for Evaluation: $\{(39,000 \times D1) + (39,400 \times D2)\}$ where D1 is the per copy rate excluding GST for Customer Diary and D2 is the per copy rate excluding GST for Employee Diary - **Refer Annexure-VI.**
- 3.4 Subsequent increase in quantities up to 10% beyond specified quantities of the two types of Diaries will be governed by the Unit rates quoted for the respective Diary by the successful bidder.
- 3.5 **AWARD OF WORK** shall be made on the overall lowest bidder meeting all tender specifications.
- 4.0 **SAMPLES**
- a. Blank Dummies for Customer Diary and Employee Diary (*Complete Diary inclusive of hard case covers*), as per specifications given in Annexure-IA & IB for the respective Diaries with
- Die embossed BHEL Logo and year for customer diary and
 - Die embossed year and tagline (Creating BHEL of Tomorrow) for employee diary,
- as per files being provided along with the tender, to be submitted along with Part I of the offer. On the Blank Dummies for each type of Diaries, the bidder should indicate specifications for different materials, sign & stamp.
- b. Upon completion of the job, printer shall be mandatorily required to submit a certificate from a reputed and authorized lab (third party) on their official letter-head with regard to specification of the paper used in each Version of the Diary delivered, along with the bills submitted, failing which bills will not be admissible.

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5.0 PRINTING TIME AND DELIVERY SCHEDULE FOR BOTH CUSTOMER & EMPLOYEE DIARIES

5.1 Printing time and delivery schedule specified is for both the diaries i.e. Customer & Employee, for simultaneous production and has to be strictly adhered as per the Printing Schedule given in the enclosed Annexure-III. BHEL consignees will be collecting both the diaries together and hence have to be made ready together, accordingly all printing & production activities have to be planned for making both diaries ready simultaneously within the specified schedule.

5.2 Post LOI, BHEL will be sharing the list of consignees along with quantities for each consignee and their priority order for taking deliveries.

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 contract value.** *Any variation in grammage of paper used vis-à-vis the paper specified in the specifications for respective diaries should not be more than $\pm 2.5\%$. However, where 2.5% is less than 1.5 GSM, the tolerance shall be ± 1.5 GSM. Any variation beyond as specified above shall not be acceptable and shall be liable for attracting penalty @2% per GSM up to a maximum penalty @10% of the total cost of respective diaries.*

6.2 Penalty up to a maximum of 10% of the total cost of respective versions shall also be liable to be levied if quality of final product delivered is found wanting on any of the following counts:

- i) Quality of images/text in the printed copies are inferior and appear blurred or smudged
- ii) Opacity of paper used is poor and see-through of text on reverse side is prominent
- iii) Pages (inside pages or outer covers) of multiple copies are smeared with unwanted spots/marks/impressions/thumbprints etc. due to poor handling during any of the intermittent processes
- iv) Pages (inside pages or outer covers) of multiple copies have crease marks, dog-ears etc.
- v) The binding of printed copies is fragile and the inside pages are falling apart loose

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- 6.3 Bidder on whom penalty is levied is liable for disqualification and of being barred from future participation in BHEL tenders up to a period of three years.

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 for the two types of Diaries, will invite imposition of penalty.
- 7.3 LD shall be @ 2% of combined value of the undelivered consignment of the customer & employee diaries per day irrespective of whether one type of diary was ready and the other type of diary was not, considering that each consignment will comprise Customer & Employee Dairy both, to be collected together by each consignee.
- 7.4 In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.
- 7.5 BHEL reserves the right to refuse to accept delivery beyond delay of one week.
- 7.6 Bidder on whom penalty is levied is liable for disqualification and of being barred from future participation in BHEL tenders up to a period of three years.

8.0 DISPATCH

- 8.1 The printer shall be responsible for handing over the diaries ready in duly packed condition to all BHEL consignees for the two types of Diaries:
- a. Dispatches either will be through specified courier/ transporter appointed by BHEL, on **freight to pay basis** or by way of “personal collection” by representatives of BHEL Units/Divisions or their authorized representatives. In either case the concerned consignee will email the instructions accordingly.

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In all the cases above, loading on the vehicles is in the bidder's scope, all charges towards same should be included in the quoted price.

8.2 Each corrugated box shall be affixed with pre-printed label with following matter:

From: Corporate Communication Department, BHEL, New Delhi and type of diary & quantity in each box.

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, however, bidder alone will be responsible for adhering to tender specifications & quality irrespective of visit by BHEL representative.

9.2 Paper and Cover Materials need to be procured within three weeks from the date of issuing of the LOI. BHEL reserves the right to send its representatives to the printer's facility to examine the quality of paper and Cover Materials procured.

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 and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

(Signature of Printer with Seal)

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Annexure – II B

GENERAL TERMS & CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (Refer Check-list at Annexure-VIII).
- 1.2 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.
- 1.3 The representative authorized with power to sign the documents submitted for the subject tender on behalf of the participating bidder has to be duly appointed by the owner/director of the participating printing facility. A power of attorney for such authorization needs to be enclosed along with the bid.

2.0 EARNEST MONEY DEPOSIT (EMD)

- 2.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid/Part-I). Each tenderer, participating in the subject has to deposit **EMD of Rs. 1,60,000/-**.

Modes of deposit:

The EMD may be accepted only in the following forms:

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

Offers received without EMD shall be rejected.

- 2.2 EMD shall not carry any interest.

2.3 EMD shall be forfeited in the following cases:

- a) If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price or makes any other modification in his tender

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which shall not be acceptable to BHEL.

- b) The tenderer fails to deposit the required Security Deposit or commence the work within the specified period as per the LOI/Contract.

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

2.4 Refund of EMD of the bidders shall be as follows:

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

3.0 SECURITY DEPOSIT (SD)

- 3.1 Successful bidder has to submit a Security Deposit. The total amount of Security Deposit will be 5% of the total contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value shall be acceptable in any of the forms as per clause no. 3.2 below.

3.2 Modes of deposit:

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

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

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

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

- 3.3 The security deposit shall not carry any interest. Security Deposit shall be released to the successful tenderer/bidder upon fulfilment of all contractual/statutory obligations as per terms of the contract/tender after completion of work/services.

4.0 PRICE

- 4.1. Price quoted should be firm during the entire duration of contract.
- 4.2. Price quoted shall be all inclusive **except GST** (as applicable), which should be indicated separately in the column provided in the Price Performa enclosed as **Annexure-VI**.
- 4.3. **Correction of arithmetic errors:**
- i) 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.
 - ii) 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

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- iii) 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. i) and ii)** above.
- iv) 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.

- 1.4** Price to be filled-in as per the Price Performa enclosed as Annexure-VI. Change in Performa is not allowed.
- 1.5** The bidders are required to quote essentially for the entire scope of work.
- 1.6** Offers not fulfilling any of the above conditions are liable for rejection.

5.0 TAXES

- 5.1** 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- VII**.
- 5.2** **GST compliant invoice bearing SAC code shall have to be raised at the time of billing.**
To enable BHEL to avail GST Input tax credit, contractor/Bidder shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- 5.3** Payment shall be made to contractor/bidder only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- 5.4** In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor, the same shall be to vendor's account and the same shall be withheld/recovered from vendor.

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5.5 SUCCESSFUL Bidder to use 07AAACB4146P6ZC as GSTIN of BHEL in the invoice (bearing SAC code) raised by them to BHEL.

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

5.7 Payment to the contractor 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 contractor/bidder.

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

6.0 PRICE ESCALATION CLAUSE

6.1 Prices quoted by the bidders shall be in Indian Rupees

6.2 Prices quoted shall be firm and not subject to any price escalation during the currency of the Contract.

7.0 VALIDITY OF OFFER

7.1 Your offer should be valid for at least 60 days from the date of opening of the Bid.

8.0 TERMS OF PAYMENT

8.1 100% payment (excluding the amount withheld as per Clause 5.4 above) shall be made within 30 days from the date of receipt of admissible bills, duly verified by the BHEL-empanelled advertising agency engaged for supervision of printing of the Annual Reports, along with the acknowledged copies of challans for receipt of complete quantities in good conditions; lab report (on paper used in each version of report/envelope) from certified/authorized third party lab on the

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official letter-head and return of all input materials like CDs, hard copies etc., provided by BHEL to the printer. All payments shall be subject to Statutory Deductions as per norms.

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.	
GST REGISTRATION NO.	
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

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9.0 CHARGES FOR COLLECTION OF INPUTS AND DELIVERY OF PROOFS

- 9.1** 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.

10.0 RISK PURCHASE

- 10.1** In the event the bidder fails to procure paper and cover materials as specified in Clause no. 9.2 of Annexure-IIA, BHEL may 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 IIA.

- 10.2** If the bidder fails to deliver goods or any installment thereof within the period fixed for such delivery or if for some reason, Purchaser is convinced that the bidder will default on scheduled delivery, or for any other breach of the contract, 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.

11.0 FORCE MAJEURE

- 11.1** "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.

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- 11.2** 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 15 (fifteen) days after the occurrence of such event.
- 11.3** 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.
- 11.4** 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.
- 11.5** 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.

12.0 FRAUD PREVENTION POLICY

- 12.1** 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.

13.0 CONTRACT LAW, NOTICE AND ARBITRATION

13.1 ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically

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provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

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

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

13.2 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of Delhi/New Delhi, India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

13.3 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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13.4 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) 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 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.

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

14.0 CONTRACT TERMINATION

- 14.1** 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.

15.0 AUTHORISED OFFICER

- 15.1** 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.

16.0 CHANGE IN THE ORDERED QUANTITY

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

17.0 CONFIDENTIALITY

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

18.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 18.1** The Printer should specifically mention that all the terms and conditions described above, including the penalty clauses, are unconditionally acceptable.

- 18.2** 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.

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19.0 INCOMPLETE TENDERS

19.1 Incomplete tenders, which do not contain all the information called for, are liable to be rejected.

19.2 The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

20.0 CANCELLATION OF TENDER

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

21.0 CONTACT PERSONS:

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

- **Ms. Vaishali Wadhwa**- Sr. Executive (CC)
Tel: 011-66337380 Email: vaishali@bhel.in, Fax: 011-66337563
- **Mr. Ujjwal Tomar**- Sr. Executive (CC)
Tel: 011-66337399 Email: ujjwal@bhel.in Fax: 011-66337563
- **Ms. Pallavi Chaudhuri** – Sr. Executive (CC)
Tel.: 011-66337904 Email: pallavi@bhel.in, Fax: 011-66337563
- **Sh. M. Mukundan** – AGM (CC)
Tel.: 011-66337373 Email: mmukundan@bhel.in, Fax: 011-66337563

(Signature of Printer with Seal)

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Annexure II-C

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ONLINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet which will help to arrive at "Total Cost to BHEL".

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8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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17. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
18. As a reminder to the bidders, system will flash following message (in RED Colour) during the course of 'online sealed bid': **"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"**.

(Signature & Seal of the firm)

Date

Place

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Annexure – II-D

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

Form WAM 10

BHARAT HEAVY ELECTRICALS LIMITED

DIVISION

**Claim for Refund of Security Deposit
(Para 4.7.4 of Works Accounts Manual)**

Ref No.:

Date:

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

Details	Mode	Amount

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

- 14 Net amount recommended for release (12-13):

Details	Mode	Amount

Date:

Signature of Engineer in Charge

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(Contd.) Form WAM 10

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

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

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

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

Date:

Signature of Senior Engineer

FOR USE IN FINANCE DEPARTMENT

Passed for

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

Accountant

Accounts Officer

Vaishali

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Annexure - III

PRINTING AND DELIVERY SCHEDULE FOR BHEL DIARIES – 2019

1.0	Submission of print-ready file by BHEL:	0 th day
2.0	Submission of sample of digital dummies of Customer & Employee Diaries complete in all respects with digitally printed pages in specified packing:	7 th day
3.0	Approval of sample of Customer & Employee Diaries by BHEL:	8 th day
4.0	Completion of printing of both diaries:	15 th day
5.0	Commencement of dispatch as per dispatch instructions provided by BHEL:	18 th day
6.0	Completion of dispatch (Days are calendar days' basis):	30 th day

GENERAL NOTES:

1. 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 Diaries.
2. Penalty shall be levied as per tender clauses on undelivered quantities beyond specified schedule at the specified rate. Pl. note that individual diaries readiness will not be taken into account and as such each consignment will comprise Customer & Employee Diaries both in specific quantities, even in case one type of diary is ready and the other is not, irrespective of this value of both will be counted for imposition of penalty beyond tendered schedule of 30 days.
3. Days in schedule shall mean Calendar Days.

(Signature & Seal of the Firm)

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Annexure - IV

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 tender terms & conditions.

"I _____ hereby Certify that we have read and understood all the terms and conditions of the Tender No. **CC/DIRY/01/2018-19** dated **02.07.2018**, 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 participation in RA, delivery schedule and penalty clauses therein. Deviations, if any mentioned elsewhere in our bid (whether Techno-commercial bid or Price-bid) may be treated as null and void by BHEL."

Signature of Authorized Signatory
Name/Designation and Seal of the firm

Date:

Place:

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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. 1.1.1 -1.1.6 under **Infrastructure/ Capability of Terms & Conditions (Annexure-IIA)** of the Tender Enquiry **CC/DIRY/01/2018-19** dated **02.07.2018**, and possess per day capacity to produce & deliver a minimum of 25,000 or more copies of the Customer and Employee Diary as per specifications given under Annexure-IA & IB and facility for making hard cases of at least 25,000 diaries per day. Further, we have no objection in case BHEL desires to inspect and physically verify Machinery/ Facilities/ Infrastructure etc. listed under Sl. No. 1.1.1-1.1.6 of Annexure-IIA of this Tender Enquiry and shall provide the required assistance for the same.

Enclosed are the photographs of the respective machinery (as above) installed at our printing facility.

(Signature & Seal of the firm)

Date:

Place:

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ANNEXURE-VI

PRICE PERFORMA FOR PRINTING BHEL DIARIES-2019

S.No	Description	Unit Rate (inclusive of items described at sl. no. 1 below and annexed as tender specifications & scope) excluding GST for <u>Customer Diaries</u> 39,000 Copies, as per specifications given at Annexure-IA (Rs.)	Unit Rate (inclusive of items described at sl. no. 1 below and annexed as tender specifications & scope) excluding GST for <u>Employee Diaries</u> 39,400 Copies, as per specifications given at Annexure-IB (Rs.)
1.	Unit Rate including (a) Printing including Planning, Digital Proof, Plate-making, Binding etc., as per tender specifications; (b) Composing of diary pages (except, BHEL information pages, calendar, planner, telephone information & design of end covers) as per tender specifications; (c) Paper cost as per tender specifications; (d) Cost of other inputs viz., hard board casing, cover materials, book-marker, cartons packing material, etc., as per tender specifications; and (e) Labor charges for handling & loading of diaries on vehicles, etc., packing as per tender scope) but excluding GST	(D1)	(D2)
2.	Total Computed Price for Evaluation (excluding GST) i.e., {(39,000xD1) + (39,400xD2)}	Rs. Rupees _____ _____)	
3.	GST as applicable (indicate in %)		

Notes:

1. Evaluation will be on Sl. No. 2 above
2. SUCCESSFUL Bidder to use 07AAACB4146P6ZC as GSTIN of BHEL in the invoice (bearing SAC code) raised by them to BHEL
3. GST compliant invoice bearing SAC code shall have to be raised at the time of billing

(Signature & Seal of the Firm)

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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 super scribed 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 2.0 of General Terms & Conditions (Annexure IIB). Offers received without EMD will be rejected and Part I – B of the Technical Bid shall not be opened

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

- i) A Power of Attorney in the name of authorized representative with power to sign the documents for the subject tender on behalf of the participating bidder. He/ She has to be duly appointed by the owner/director of the participating printing facility.
- ii) 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 (PQR)**.
- iii) **No Deviation Certificate** as per **Annexure-IV**
- iv) **Declaration Certificate (Infrastructure & Machinery)** as per **Annexure-V** along with photographs of infrastructure & machinery installed at the printing facility
- v) **Check List** as per **Annexure-VIII**
- vi) Acceptance to "**BHEL Special Terms & Conditions**" as per **Annexure-IIA**, "**BHEL General Terms & Conditions**" as per **Annexure-IIB**, "**RA Terms & Conditions**" as per **Annexure-IIC**,

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"Printing & Delivery Schedule" as per **Annexure-III** and Conformity to **"Specifications/ Scope of Work"** as per **Annexure-IA, IB & IC**, by way of signing and affixing rubber stamp on each and every page of the tender document.

- vii) **Blank Dummies for Customer Diary and Employee Diary as per clause no. 4.0 a. of Annexure IIA (Complete Diary inclusive of hard case covers), as per specifications given in Annexure-IA & IB for the respective Diaries with die embossed BHEL Logo and year for customer diary and die embossed year and tagline (Creating BHEL of Tomorrow) for employee diary as per logo file being provided along with the tender, to be submitted along with Part I of the offer. On the Blank Dummies for each type of Diaries, the bidder should indicate specifications for different materials, sign & stamp.**

The successful bidder will have to submit, blank dummies with cover materials in identical specified shade without loss of time. As time is essence for this job, all bidders are requested to arrange small quantity adequate to make dummy for two diaries of specified cover materials well in advance to avoid loss of time in arranging blank dummy for approval by BHEL without loss of time by the successful bidder.

Note:

- The representative authorized with power to sign the documents submitted for the subject tender on behalf of the participating bidder has to be duly appointed by the owner/director of the participating printing facility. A power of attorney for such authorization needs to be enclosed along with the bid.
- 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.
- All pages are to be duly numbered and a proper index should be enclosed in your offer highlighting documents submitted against i) to vii) above.
- All entries in the tender documents should be in one ink. All cancellations and insertions should be duly attested by the tenderers concerned. No overwriting/correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
- Price Performa (Annexure-VI) shall not form a part of PART I

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II. 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 VII**.

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:

- 'Tender no. **CC/DIRY/01/2018-19**
- 'Due Time/ Date of Tender Submission **14:00 HRS/ 23.07.2018**
- 'Due Time/ Date of Tender Opening (Part I of the offer) **15:00 HRS/ 23.07.2018**
- 'Offer for Printing of BHEL Diaries 2019

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Annexure –VIII

CHECKLIST

S. No.	Description /Item	Enclosed Yes/No
1	Part I (Techno-commercial Bid) in Sealed Cover duly super scribed with Part I (Techno-commercial Bid) containing two separate envelopes super scribed with Part I A & Part I B	Yes/No
2	Part I A in a separate envelope to contain Earnest Money Deposit of Rs.1,60,000/- as per clause no. 2.0 of General Terms & Conditions (Annexure-IIB)	Yes/No
3	Part I B in a separate sealed envelope to contain following:	Yes/No
i.	A Power of Attorney in the name of authorized representative with power to sign the documents for the subject tender on behalf of the participating bidder. He/ She has to be duly appointed by the owner/director of the participating printing facility.	
ii	Documents/ Information for ELIGIBILITY CONDITIONS/ PQR as per clauses under clause no. 1.0 of Special Terms & Conditions (Annexure-IIA/IIB):	
	List of Machineries required as per Sl. No. 1.1.1 to 1.1.6 of Annexure IIA along with photographs of infrastructure & machinery installed at the printing facility	Yes/No
	Self-attested copy of at least Three such Purchase Orders for printing 70,000 hard case Diaries or more of PSUs/Govt./Listed Companies in the last 3 years ending 31.03.2018. Successful Work Completion certificates on the letter-head of the client for whom the said job (copy of PO submitted) has been executed need to be enclosed along with the bid.	Yes/No
	Self-attested copy of audited Balance Sheet, Profit & Loss Account, Cash Flow Statements and Income Tax Returns duly vetted by CA and turnover certified by the auditor on auditors' official letter-head (for the last 3 financial years ending 31.03.2017) required to be submitted by the bidder.	Yes/No
	Copy of valid ISO certificate as applicable to the printing industry	Yes/No
	Self-attested copies of PAN Card & GST Registration	Yes/No

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ii	Signed and stamped copies of Annexure- IA, IB & IC (Specifications & Scope of Work); Annexure-IIA (Special Terms & Conditions); Annexure-IIB (General Terms & Conditions), Annexure IIC (RA Terms & Conditions) and Annexure-III (Printing & Dispatch Schedule) as a token of acceptance	Yes/No
iii	No-Deviation Certificate as per Annexure – IV on your letter head	Yes/No
iv	Declaration (Infrastructure/ Machinery) as per Annexure V along with photographs of infrastructure & machinery installed at the printing facility	Yes/No
v	Information of Post Office as per Annexure VI	
vi	Blank Dummies for Customer Diary and Employee Diary (Complete Diary inclusive of hard case covers), as per specifications given in Annexure-IA & IB for the respective Diaries with Die embossed BHEL Logo and year for customer diary and Die embossed year and tagline (Creating BHEL of Tomorrow) for employee diary as per files being provided along with the tender. On the Blank Dummies for each type of Diaries, the bidder should indicate specifications for different materials, sign & stamp.	Yes/No
4	Part II (Price Bid- Annexure VII) in a Sealed Envelope duly super scribed with Part II (Price Bid)	Yes/No

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