

BIHAR STATE POWER (HOLDING) COMPANY LIMITED

(A Government of Bihar Undertaking)
REGD OFFICE: VIDYUT BHAWAN, BAILEY ROAD, PATNA
Contact No- 0612-2504487, 7763813954, Fax No- 0612-2504487
TINVAT No- 10011255025 CIN - U40102BR2012SGC018495
DEPARTMENT OF GENERAL ADMINISTRATION

NOTICE INVITING TENDER

NIT No.-06/PR/BSPHCL/2020

(Through e-procurement mode only- www.eproc.bihar.gov.in)

Online e- Tenders are invited from eligible and experienced Agencies / Firms / Companies / State or Central Govt. undertaking who have necessary experience, for the work noted below-

Sl. No.	Particulars	E.M.D. (Rs.)	Cost of B.O.Q. (Rs.)	Bid Processing Fee
1.	Conceptualising, Designing, and Printing of multicoloured brochure/ magazine in A4 size on mat finish paper from time to time	50,000.00	5,000.00	1140.00

Period of Sale of Tender document:	Up to 16.03.2020 (up to 13:00 Hrs.) through website www.eproc.bihar.gov.in
Online receipt of tender upto:-	17.03.2020 (upto 15:00 Hrs.) DD will be deposited as cost of BOQ & EMD, DD in favour of "Accounts Officer, BSPHCL, payable at Patna before last date of opening of Technical & Commercial Part. Bid processing fee to be paid through online mode i.e. internet payment gateway (Credit/debit), Net banking, NEFT/RTGS to BSEDCL, Patna.
Date of opening of Technical & Commercial Part:	18.03.2020 at 16:00 Hrs.
Date of opening of Price Part:	To be notified after Technical Bid Evaluation (www.eproc.bihar.gov.in)

The tender documents are available at website www.eproc.bihar.gov.in. Tender documents must be accompanied with scanned copy of DD in favour of "Accounts Officer, BSPHCL" payable at Patna towards the cost of BOQ & EMD failing which the Tender shall be summarily rejected. (Original Demand Draft to be submitted in the office of O.S.D (HR/Adm.), BSPHCL, Vidyut Bhawan, Patna.)

**OSD (HR/Adm.)
BSPHCL**

e-tendering introduced in BSPHCL for tenders above Rs. 10 Lacs. For registration log on to www.eproc.bihar.gov.in and e-Procurement Help Desk First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 at 0612-2523006, Mob: 7542028164.

Memo No./

dated...../

Copy forwarded to :- GM (F&A)/DGM (F&A)/DGM (IT)/Sr. Manager (F&A)/ Account Officers, BSPHCL, Patna for information and necessary action.

**OSD (HR/Adm.)
BSPHCL**

Bihar State Power (Holding) Company Limited

(A Government of Bihar Undertaking)
Vidyut Bhawan, Bailey Road, Patna-800 021

Tender Notice for Conceptualising, Designing and Printing of multicoloured brochure/ magazine in A4 size on mat finish paper from time to time

Offers are invited from eligible and experienced Agencies / Firms /Companies / State or Central Govt. undertaking for Conceptualising, Designing and Printing of multicoloured brochure/ magazine in A4 size on mat finish paper from time to time for publication of multicoloured brochure/ magazine for one year from the date of issue of LOA, which may be extended for another one year subject to the satisfactory performance and mutual consent.

The tender document may be downloaded from www.eproc.bihar.gov.in

Last date of submission of bid is 17.03.2020 upto 15:00 Hrs.

**OSD (HR/Adm.)
BSPHCL**

INTRODUCTION

Bihar State Power (Holding) Company Limited, herein after BSP(H)CL, A Government of Bihar Undertaking, is a successor company of Erstwhile Bihar State Electricity Board, incorporated under company Act, 1956 having the privilege of being the 100% owned state utility in power sector functioning in the State of Bihar. The duties of the Company have been defined in Section 18 of the Electricity Supply Act, 1948. It has been charged with the responsibility of promoting a co-ordinate development of generation, supply and distribution of electricity in the State of Bihar on an efficient and economic basis of management.

The State has formulated an ambitious plan for transforming the present power sector scenario and massive investments are being planned by the State in all facets of the power sector including generation, transmission & distribution infrastructure, renewable etc. A communication/Magazine strategy is important to regularly conveying information to stakeholders and creating awareness, through direct and indirect engagement.

Bihar State Power (Holding) Company Limited (BSPHCL) wishes to engage the services of Agencies / Firms /Companies / State or Central Govt. undertaking for Conceptualising, Designing and Printing of multicoloured brochure/ magazine from time to time. An indicative scope of work is mentioned in the document and should be deliverable by the agency in its entirety.

PERIOD OF CONTRACT

Offers are invited from eligible and experienced Agencies / Firms /Companies / State or Central Govt. undertaking for Conceptualising, Designing and Printing of multicoloured brochure/ magazine in A4 size on mat finish paper from time to time for publication of multicoloured brochure/ magazine for one year from the date of issue of LOA, which may be extended for another one year subject to the satisfactory performance and mutual consent.

SCOPE OF WORK

The bidders are required for Conceptualising, Designing, Editing and Printing of multicoloured brochure/ magazine in A4 size on mat finish paper from time to time. Although the articles are to be provided by BSPHCL, it will be the bidders responsibility to present the articles in a well designed and state of the art format. The Conceptualising, designing, editing and printing are the most important aspect of any magazine so it will be given maximum importance and weightage. Therefore the bidders are requested to carefully submit the dummy concept, design option and cover page of our quarterly magazine “URJASVINI”. Besides, design of a few dummy pages of a magazine also to be attached with the tender documents.

Printing Specifications

BOOK SIZE	:	11 X 8.27 inches 279 X 210 mm
QUANTITY	:	5000 per issue (The No. of magazine may increase as per the importance of the issue)
TEXT	:	28-36 pages excluding cover in 4/4 colours on 170 GSM mat finishing paper (in case the no. of pages is less than 28 or more than 36 the cost shall be reduced/ enhanced on pro-rata basis)
COVER	:	04 pages cover will be printed in 5/0 colours on 200 GSM ART PAPER. Lamination to be done. (04 Cover Pages will not be counted for pro-rata basis calculation)
PACKING	:	Put in Cartons, all books printed material individually shrink wrapped.

ELIGIBILITY OF BIDDER

The Invitation for Bid is open to firms/companies, Government Owned or Private registered and incorporated in India as per Company Act. Firms/ companies not registered and incorporated in India are not permitted to bid. Also firms, corporations and companies banned by the BSPHCL or its subsidiary companies or other state/centre entities or other government entities cannot participate in the bidding process.

A Bidder shall not have a conflict of interest. Any bidder shall be found to have conflict of interest with one or more parties in this bidding process, if:

- a) They have a controlling partner in common,
- b) They receive or have received any direct or indirect subsidy from any of them: or
- c) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the BSPHCL regarding this bidding process: or
- d) A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent/authorised representative on behalf of one permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids.
- e) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the services / works that are subject of the bid.

Mandatory Eligibility criteria:

Only bidders satisfying the following minimum qualification criteria are eligible to apply:

Incorporation:

1. The bidder should be a reputed and registered Agencies / Firms /Companies registered under the Companies Act, 1956/ State or Central Govt. undertaking. The firm / Agency /company must be registered for GST. Duly attested copies of the certificates should be furnished with the Technical Bid.

Financial viability:

2. The bidder should be financially strong to undertake the kind of work, which is the subject matter of this bid and should have an Annual turnover of at least Rs. 10 Lakhs [Rupees Ten Lakhs] during the any year in the preceding five financial years.
3. The bidder should furnish last five years audited balance sheets & submit scanned copy.

COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations if any etc, and BSPHCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for bid submission, the BSPHCL may, for any reason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment (s).

The amendment will be notified on the website www.eproc.bihar.gov.in and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The BSPHCL will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the BSPHCL may, at its discretion, extend the deadline for Bid Submission in such cases, the BSPCHL shall notify on the website www.eproc.bihar.gov.in of the extended deadline.

All notifications and clarifications also are uploaded by BSPCHL on the website.

All amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

DOCUMENTS COMPRISING THE BID

This bidding is based on e-tendering system. Techno- Commercial Part (First bid) and Price Part (Second bid) shall be uploaded by bidder on or before the schedule date and time. These shall be opened on notified date and time.

The Techno Commercial Bid and Price bid shall be uploaded by the bidder on web portal on www.eproc.bihar.gov.in on or before due date and time for submission of bids. The price bid shall be opened on notified date and time in presence of participating bidders if they wish to be present. The price part shall be uploaded by bidders on-line on web portal on or before the due date of submission of bids. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of online bids. The bids shall comprise of the following documents:

Techno Commercial Part:

- a) Bid Form duly completed and signed by the Bidder, together with all Attachments
- b) Technical Data Sheets, if any, duly completed by the Bidder.

Alternative bids shall not be accepted,

Each Bidder shall submit with its Techno - Commercial Part the following Attachments:

Attachment 1: Cost of Tender Documents and Bid Security (EMD): Bids should be submitted along with scanned copies of non-refundable Demand Draft failing which the tender shall be summarily rejected. The Demand Draft should be in favour of Accounts Officer, BSPHCL payable at Patna., must be issued by (i) a Public Sector Bank or (ii) a Scheduled Commercial Bank; Demand Draft towards Cost of Tender Document & EMD must be submitted in original to OSD (HR/Adm), Bihar State Power (Holding) Co. Ltd., Vidyut Bhawan, Patna., at 16:00 Hrs. of 18th March 2020, failing which the tender will be summarily rejected.

Attachment 2: Power of Attorney: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus the bid is binding upon the Bidder during full period of its validity.

Attachment 3: Bidder's Eligibility and Qualifications: The documentary evidence of the Bidder's eligibility/qualifications to perform the contract, if its bid is accepted, shall need to be established to the BSPHCL satisfaction that the Bidder has the financial, technical, production, procurement, transportation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Eligibility/Qualification Requirement for the Bidders and shall also include the complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. In case of joint ventures annual reports shall be submitted for all the members of the JV.

[**Note I:** In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/Holding/Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

[**Note II** Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]

Unless otherwise bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements, shall comply with the following requirements:

The bid shall include all the information required as described above for each joint venture partner.

- (i) The bid shall be signed so as to be legally binding on all partners.
- (ii) One of the partners responsible for performing a key component of the contract shall be designated as leader (here in after known as the Lead); this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories .
- (iii)The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the BSPHCL and the leader in exceptional circumstances.
- (iv)All partners of the joint venture shall be jointly and severally responsible and liable for the execution of the contract as per terms and conditions of contract.
- (v) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Prescribed format including interalia delineating roles, responsibilities and obligations of each partners in the contract, notwithstanding the joint and several responsibility and liability.
- (vi)The joint venture agreement should indicate precisely the responsibility of all members of JV in for every stage including and not limited to planning, design, conceptualizing, editing, printing, packaging and delivery of printed quarterly magazine/ brochure .

- (vii) All members of JV shall actively participate in execution of the contract. The constitution of JV shall not be varied/modified subsequently without prior written approval of the BSPHCL; and
- (viii) In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the qualifying criteria as enumerated in the eligibility criteria, technical and financial para1-3 of the document and general terms & conditions of the contract.
- (ix) A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be summarily rejected.

Attachment 4: Eligibility Requirement- Documentary evidence establishing that the facilities offered by the Bidder are eligible and confirm to the requirements of the Bidding Documents.

For this the bidders have to submit the scanned copy of following documents:

1. Certificate of incorporation of Firm/Company
2. Audited Balance Sheet in support of Annual Turnover
3. Certificate of registration of GST

Attachment 5: Work Completion Schedule.

Attachment 6: Guarantee Declaration-To be submitted with Techno-commercial bid as well as Price Bid in the format enclosed as annexure – (A).

Attachment 7: Additional Information:

- i. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.
- ii. Document supporting the claim of State / Central Govt. /PSU Work experience of 03 years of similar nature of work.
- iii. Any other information which the Bidder intends to furnish.

Attachment 9: Declaration for tax exemptions, reductions, allowances or benefits if any.

BID PRICES

- (a) Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Scope of work as mentioned in Bidding Documents i.e. in respect of Conceptualising, Designing, and Printing of multi coloured brochure/ magazine and packing & delivery. This includes all requirements under the Contractor’s responsibilities for Conceptualising, Designing, Editing, Printing & delivery of multi coloured brochure/ magazine.
- (b) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. No deviations are allowed while quoting the price bid.
- (c) Bidders shall enter a unit price in the Bid Form of a magazine for all the work as mentioned in scope of work in this bid document. The price will be inclusive of all taxes. The price will also include local transportation, insurance and other Services incidental to the delivery of magazines.

It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the relevant authorities as required during execution of this contract. The bidders shall indemnify BSPHCL harmless from any liability, before release of magazine to the bidder by BSPHCL.

Requisite GST Declaration forms for all the equipments/items to be supplied from within India shall be furnished by the BSPHCL.

- a. The bidder shall include the GST on Works Contract, Turnover Tax or any other similar taxes under the GST Act for services to be performed, as applicable in their quoted bid price and BSPHCL would not bear any liability on this account. BSPHCL on behalf of the Owner shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder.
- b. Bidder shall include all mandatory Tax and surcharge/cess etc. on it as applicable in their quoted bid price and BSPHCL would not bear any liability whatsoever on this account. BSPHCL (or the BSPHCL on behalf of the Owner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.

BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of its bid, a sum of Rs. 50,000/- only (Rupees Fifty thousand) only as EMD in shape of DD in favour of Accounts officer, BSPHCL, payable at Patna.

The EMD shall be in the form of Demand Draft from

- i. A Public Sector Bank located in India; or
- ii. A Scheduled Bank

Bid security (EMD) shall remain valid for a period of Thirty (30) days beyond the original bid validity period, and beyond any extension subsequently granted by the BSPHCL.

Any bid not accompanied by an acceptable bid security shall be rejected considered non-responsive and shall be summarily rejected. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty eight (28) days after the execution of agreement.

The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to this bid are furnished to BSPHCL satisfaction. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security.

The bid security (EMD) may be forfeited

- a. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- b. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s), within ten days from the date of intimation of post – bid discussion; or
- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - i. To sign the Contract Agreement, in accordance with GCC
 - ii. To furnish the required performance security(ies),

NO INTEREST SHALL BE PAYBLE BY THE BSPHCL ON THE ABOVE BID SECURITY.

PERIOD OF VALIDITY OF BID

Bids shall remain valid for the period of 180 days after the date of opening of Techno - Commercial Part.

In case required the BSPHCL may ask e-Bidders for extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

BID OPENING AND EVALUATION

The bid documents received by the time of Bid acceptance shall be opened in the presence of representative of bidders who choose to be present.

Tenders which have been uploaded late or which are not accompanied by requisite cost of tender document and EMD shall not be opened.

EVALUATION OF TENDER (TECHNICAL PART & PRICE PART)

1. The marks scored in Technical part will be weighted by 70%
2. The evaluation of price part will be carried out by subtracting the marks scored from 100 and taking the weightage of 30% (because lower price will have preference over higher price quoted).

Table 2 Technical Proposal marking details (Total 100 marks)

Sl. No.	Criteria	Parameters	Full Marks	Bidder Score
1	Concept and Design for the Magazine		70 Points	
2	Govt. Sector Experience	06 Points for 1 Year.	10 Points	
		08 Points for full 02 Years.		
		10 Points for full 03 Years.		
3	Financial Turn Over	06 Points for 04 lac in 1 Year.	10 Points	
		08 Points for 04 lac in 2 Year.		
		10 Points for 04 lac in 3 Year.		
4	No. of Projects Completed of Similar Matter	02 Points for Three Projects.	05 Points	
		04 Points for five Projects		
		05 Points for more than five Projects		
5	Printing Quality		05 Points	
Total			100 Points	

Final evaluation will be done by adding weightage of Technical part + weightage of price part i.e. 1+2 above to make the tally of score for decision of successful bidder.

CLARIFICATION DURING BID EVALUATIONS

During bid evaluation process, the BSPHCL may, at its discretion, ask the Bidder (s) for any clarification on the bids submitted. In case of erroneous/non submission of documents, the BSPHCL may give Bidders not more than 3 working days written notice to rectify mistakes/furnish more documents as required. If the bidders fail to comply with the above the bid shall be liable for rejection. As part of clarification no change in the price or substance of the bid shall be sought, offered or permitted.

PRELIMINARY EXAMINATION OF BIDS

The BSPHCL will examine bids received to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the BSPHCL will determine whether each bid is complete and is responsive to tender conditions. No deviation, conditionality or reservation is permitted and in case the same is there the bid shall be considered non-responsive. A responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations. A deviation, objection, conditionality or reservation is one (i) that affects

in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the BSPHCL's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

If a bid is found non-responsive during evaluation, it will be rejected by the BSPHCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The BSPHCL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. BSPHCL determination of non-responsiveness of the Bid shall be final and the Bidder hereby repudiates all his claims what so ever in this regard

QUALIFICATION

The BSPHCL will ascertain to its satisfaction whether Bidders with responsive bids are qualified, as per the Qualification Requirement to satisfactorily perform the contract. The BSPHCL shall be the sole judge in this regard and the BSPHCL interpretation of the Qualification Requirement shall be final and binding.

BSPHCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The BSPHCL reserves the right to accept or reject any bid, and to annul the bidding process at any stage and reject one or all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the BSPHCL's action.

NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the BSPHCL will notify the successful Bidder in writing, regarding acceptance of its Bid. The notification of award will constitute concluded contract.

The BSPHCL shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The BSPHCL shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

Upon the successful Bidder's furnishing of the performance security, the BSPHCL will promptly return the bid security.

SIGNING THE CONTRACT AGREEMENT

At the same time as the BSPHCL notifies the successful Bidder that its bid has been accepted, the Bidder will execute the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

The Contract Agreement shall be prepared within Thirty (30) days of the Notification of Award and the successful Bidder and the BSPHCL shall sign and date the Contract Agreement immediately thereafter.

PERFORMANCE SECURITY

Contract Performance Security:

The successful bidder shall furnish to the BSPHCL a Contract Performance Security against the contract as per the terms prescribed below.

The 5% of total contract value towards Performance Security to be deposited by successful bidder out of which Rs. 50,000.00 (Rs. Fifty thousand) only already deposited as EMD will be adjusted in this amount and remaining amount will be deposited and it shall be refunded after successful completion of the entire work as per the contract.

The contract performance security is intended to secure the performance of the entire contract. However, it is not to be construed limiting the damages under performance Security Clauses and damages stipulated in other Clauses in the tender document.

The performance Security will be returned to the Contractor without any interest at the end of the period mentioned in contract, unless otherwise specified in the tender specifications.

The successful bidder, after receipt of LOA, shall execute the agreement within 30 days of award of the contract after duly furnishing the Performance Security. If there is delay beyond the specified period in submission of contract performance Security, 15 days notice will be given to the successful bidder and after which the BSPHCL may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/Performance Security as also detailed under Earnest Money Clause.

FRAUD AND CORRUPTION

It is the BSPHCL's policy that requires the Bidders and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BSPHCL:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
- (b) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (c) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (d) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (e) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (f) “obstructive practice” is
- (aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a BSPHCL’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

- (bb) acts intended to materially impede the exercise of the BSPHCL’s inspection and audit rights.
- (g) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (h) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (i) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the BSPHCL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the BSPHCL.

Penalty

The delivery of materials is to be completed as per delivery schedule of the Company. In case of delay in delivery due to reasons fully attributable to the successful bidder an amount to the tune of 0.5% of the work value for the per day of delay subject to a maximum of 10% of the work value shall be deducted as penalty from the bill/ EMD/ Performance Security. However if the delay is consistent and/or beyond the reasonable period of time i.e. 15 days (reasons fully attributable to the successful bidder) then seven days notice shall be served to him. In case of non receipt of reply within time or unsatisfactory reply the BSP(H)CL may entail cancellation of letter of award and forfeiting the amount towards security money/ performance security deposited.

In such case the BSP(H)CL shall not have the liability to accept the delivery of the magazine after the cancellation of letter of award.

If there is any variation in printing quality and paper quality suitable deduction as decided by BSPHCL will be made from the bill of the successful bidder/ supplier.

Payment Terms:-

The payment will be made by Accounts Officer, BSPHCL, Patna. The bill will be submitted to OSD(HR/Admin) duly verified by the Store- In- charge & countersigned by the OSD(HR/Admin). 90% of bill amount shall be paid within seven days of the submission of bill & remaining 10% will be kept back for the period of one month which will be released after satisfactory report of magazine by the competent authority i.e. GM HR/Admin, BSPHCL,

In case of non-receipt of satisfactory report from the competent authority within one month it shall be deemed to be satisfactory and the remaining 10% kept back amount shall be released without any further delay.

General Terms & Conditions

1. Tenderer should submit in original downloaded documents duly signed and stamped on each page. Any photocopy or typed copy of the downloaded document will be treated as invalid. Online tenders duly signed & stamped by the tenderer along with original Demand Draft should be submitted before or on latest by 15.00 Hrs. on 17.03.2020. It is mandatory for bidders to submit concept and design and printing quality. The name of the firm, NIT No., due date and details of cost of bid document and earnest money should clearly indicated on the cover of the envelope and addressed to O.S.D. (HR/Adm.), BSPHCL, Vidyut Bhawan, Patna.
2. **THE TENDER RECEIVED AFTER DUE DATE AND TIME SHALL NOT BE ACCEPTED.**
3. The tender will be opened in presence of tender committee as well as the undersigned and the authorised representative of the tenderers, who may desire to be present.
Part-II i.e. Price Part of only those tenderers will be opened whose offers as contained in Techno-Commercial part will be found acceptable.
4. The tenderers should have valid registration of GST and Income Tax Department. An attested copy of upto-date Income Tax Return must be enclosed.
5. The tenderers are required to deposit Earnest Money as detailed in the document to the Accounts Officer, BSPHCL, Patna through Bank draft from any Public sector Bank/ Scheduled Bank drawn in favour of "Accounts Officer, BSPHCL", payable at Patna, failing which the tender will be rejected.
6. "URJASVINI" magazine is a quarterly magazine but time to time a special edition may also to be published as per necessity.
7. The quantity of magazine may be vary by 10% for a particular quarter.
8. The delivery of materials are required to be completed as per delivery schedule of the Company.
9. The tenderers are required to submit Concept & Design, Printing quality and Government/ Public Sector Undertaking/Government Companies/ Government Corporation experience certificate.
10. While the articles will be provided by the client, it will be the Bidder's responsibility to present the articles in a well designed and state of the art format. The bidder's also needs to submit a few design options for the cover of "URJASVINI". Besides, design of a few dummy pages of a magazine also to be attached with the quotation. The best concept and cover design shall get adequate weightage.

11. Price must be quoted including all taxes and transportation cost both in words and figures in the Company prescribed proforma. But the bidder should show the amount of tax separately. However, the taxes will be paid as per actual.
12. The rates quoted for above items shall remain firm during the entire period of contract, which should not be less one year multicoloured brochure/ magazine from the date of issue of LOA, which may be extended for another one year.
13. The Bihar Public Works Contract Dispute Arbitration Tribunal, Patna alone shall have an exclusive jurisdiction to decide any differences/dispute/claim for and against BSPHCL/Suppliers arising out of or in respect of this tender/contract agreement/print order.
14. The tender which is not submitted in the enclosed Company's prescribed Performa shall be rejected.
15. The Company reserves the right to change any condition or to cancel the tender in whole or part of the awarded contract without assigning any reason.

(Rakesh Ranjan)
OSD (HR/Adm.)
BSPHCL

BIHAR STATE POWER (HOLDING) COMPANY LIMITED**CHECKLIST****Bidder should fill in the cells shown below.**

NAME OF BIDDER			
Place			
Date			
Name			
Designation			
Address			
Phone Number			
Mobile			
Sl. No.	Name of Document	WHAT TO FILL IN	
		Uploaded	Yes/No
1	Tender Document Fee (Send Original DD)		
2	Details of Earnest Money Deposit (Send Original DD)		
3	Registration of firm / agency / company (Attach Copy)		
4	Annual Financial Turnover for Financial years. (Attach Copy of Audited PL Account & Balance Sheet)		
5	Maximum Contract amount for one work of similar nature completed during years. (Attach Copy)		
6	GST registration certificate and up to date clearance (Attach Copy)		
7	PAN and Income Tax Return of previous financial Year (Attach Copy)		
8	Experience in conceptualising, designing and printing of magazine (Attach Copy)		
9	Sample of concept & design submitted. (Attach copy and send it in original)		
10	Sample of printing (Attach copy and send it in original)		
11	Government / Public Sector Undertaking / Government Companies experience certificate in similar nature. (Attach Copy)		
12	Necessary undertakings submitted / uploaded (Attach copy of Annexure –A etc.)		
13	Number of projects completed in stipulated time during last five years (Attach copy of completion certificate in stipulated time)		
14	Whether even blacklisted or convicted by any court of law, if yes then give details and present status. Also submit affidavit from Executive Magistrate in this regard.		

GUARANTEE DECLARATION FORM

Name of the Bidder:.....

NIT No.: 06/PR/BSPHCL/2020

Sir,

I / We, the undersigned do hereby declare & confirm that, the magazines printed & supplied by us will be as per the NIT & requirement of the Company. If any deviation regarding quality of paper and Printing of Magazines or approved design and concept are found, I / We will take full liability & compensate the Company.

Place:

Date:

Yours faithfully,

Signature of the bidder with Seal