



Request for Proposal (RFP)

For

Printing of Annual Report of PFC for the year 2017-18

INVITATION TO BIDS

Reference Number: 1/03/210/PR/2018-19 dated 08.05.2018

POWER FINANCE CORPORATION LIMITED

(A Govt. of India Undertaking)

Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,

New Delhi-110001, India



Ref. No.1/03/210/PR/2018-19

Date: 13.07.2018

To
All Eligible & Interested Printers

Subject: Printing of Annual Report of PFC for the year 2017-18.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power, intends to invite E-Tenders for “**Printing of Annual Report of PFC for the Financial Year 2017-18**” through single stage two envelope method as per details furnished below:

Cost of Tender Document	₹2000/-
Earnest Money Deposit in the form of DD	₹ 3,50,000/- (Rupees Three Lakh Fifty Thousand only)
Availability of RFP at https://www.tcil-india-electronictender.com	14 th July 2018
Date of commencement of sales of Offer Document	14 th July, 2018
Last date of sale of RFP(from https://www.tcil-india-electronictender.com)	23 rd July 2018 upto 10:30 AM
Last date & time for receipt of Bid through e-portal (on https://www.tcil-india-electronictender.com)	23 rd July 2018 upto 11:00 AM
Date & Time of Opening of Techno-Commercial Bids through e-procurement	23 rd July 2018 at 11:30 AM
Date & time of Opening of Price Bids	To be intimated later on to eligible bidders.
Place of submission of Bids	https://www.tcil-india-electronictender.com/
Address for communication	PFC Ltd. 1, Urjanidhi, Barakhamba Lane, CP, New Delhi
Contact No.	Tel. No. 011- 23456743

Description of Tender Documents to be submitted through E-Tendering Mode
Technical Bid

Sr. No.	Description		Documents to be uploaded
1	General Terms & Conditions	Annexure I	Technical - Scanned copy through e-tendering.
2	Special Conditions	Annexure II	Technical - Scanned copy through e-tendering.
3	Technical Specifications	Annexure III	Technical - Scanned copy through e-tendering.



	For Printing of Shareholders' Version of Annual Report		
4	Technical Specifications For Printing of Deluxe Version of Annual Report	Annexure IV	Technical - Scanned copy through e-tender
5	2 (two) separate Demand Drafts / Bankers' Cheques towards the following: i. EMD of ₹3,50,000/- ii. Tender Document Cost (non-refundable) - ₹2,000/-		Physical Copies to be submitted
6	Format for Quoting Rates Consolidated Cost Statement for Printing of Annual Report (Shareholders' Version) Unit Rates for Addition/Deletion of pages and Printing of additional copies of Annual Report (Shareholders' Version) i.e. Annexure V-A (i) Consolidated Cost Statement for Printing of Annual Report (Deluxe Version) Unit Rates for Addn./ deletion of pages and Printing of additional copies of Annual Report (Deluxe Version) i.e. Annexure V-B (i)	<u>Annexure V-A</u> Page 1 (Shareholders' Version) Page 2 (Shareholders' Version) <u>Annexure V-B</u> Page 1 (Deluxe Version) Page 2 (Deluxe Version)	<u>To be submitted only through E-tendering</u> (Financial Bid) Note: It is mandatory to quote the rates in Annexure-V-A & V-B (both), failing which the bids shall be rejected outright.

This tender is being called through e-tendering process; bidders are requested to register themselves at <https://www.tcil-india-electronictender.com> for participation in the tender and procure the tender documents from the above website before the last date of sale of tender documents and submit the bid online through <https://www.tcil-india-electronictender.com>.

In order to ensure timely submission of bid along with requisite documents, bidders are advised to go through the tender in details (for which a free copy is available on www.pfcindia.com, www.eprocure.gov.in and further, in case, they wish to seek any information/enquiry relating to this tender they can contact the undersigned at 011-23456000/23456743 on any working day (Monday to Friday) between 10.00 AM and 04.00 PM or may contact e-tender helpdesk of TCIL for any assistance in regard to submission / upload of e-tenders at **011-26241790**.



Changes, if any, in the date of opening of Technical Bid etc., will be intimated to the bidders. Please submit your competitive offer as per the details furnished above.

Physical copies of only the following shall be accepted in separate sealed envelopes:

1. Tender Document Fee of ₹2000/-
2. EMD of ₹3,50,000/-
3. Pass Phrase for opening Technical Bid
4. Pass Phrase for opening Financial Bid

The above hard copies are to be put in a sealed envelope and super-scribed as “Bid Documents for printing of Annual Report of PFC for Financial Year 2017-18” and submitted before the stipulated date/time as indicated above. The envelope will be addressed to:

AGM (PR),
Power Finance Corporation Ltd.
“Urjanidhi”, 1 Barakhamba Lane, Connaught Place,
New Delhi-110001

The above sealed envelope is to be dropped in the Tender Box, placed on the **Ground Floor**, PFC (near the Reception) before the last date /time as mentioned above.

Thanking you,

Yours faithfully,
Sd/-
(S.S. RAO)
AGM (PR)



GENERAL TERMS & CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of Undertaking) having its Corporate office at "Urjanidhi",1, Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer' / 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.



- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.
- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.



- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details. If price schedule or any details of price bid is disclosed in technical bid, the bid will be out-rightly rejected."
- 2.2 Proposals received late, after the due bid opening date and time will be rejected by the system itself and in no case physical bids shall be accepted. The Owner shall not be responsible for non-delivery/late delivery of proposals sent by post.

3.0 SIGNATURE OF BIDS

- 3.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 3.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 3.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. The format for authority letter is enclosed at Appendix-III.
- 3.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 3.6 Bid shall be submitted on <https://www.tcil-india-electronictender.com> with digital signatures of authorized person.

4 SEALING AND MARKING OF BIDS

- 4.1 The envelope containing banker's cheque /demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected".

5 DEADLINE FOR SUBMISSION OF BIDS

- 5.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 5.2 Envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 5.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP which will be, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



5.4 After publishing of NIT in Newspaper if any, any amendment/ corrigendum may not be published in any Newspaper. The amendment(s) of the NIT shall be put on our web-site directly. The bidders, who have not informed us about the download, would be required to regularly visit our website for updating themselves about any amendments which may arise from time to time. It will be assumed that all the information contained/updated in the website has been taken into account by the Bidder in its bid.

6.0 LATE BIDS

6.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

7.0 EARNEST MONEY DEPOSIT (EMD)

7.1 Each bid shall be accompanied by a Bid Guarantee amounting to ₹3,50,000/- in as specified in Special Terms and Condition in the form of a Demand Draft/Banker's Cheque in favour of Power Finance Corporation Ltd., payable at New Delhi. Bidders are required to write their name and full address at the back of Bank Draft/Banker's Cheque submitted in support of Tender Document. Tenders not accompanied by the EMD details / requisite amount of Earnest Money shall be rejected.

7.2 The EMD shall be valid for a period of six calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser.

7.3 EMD of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.. The EMD of the successful Bidder shall be converted into Security Deposit which shall be returned upon successful completion of contract

7.4. The Bid Guarantee may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

(b) In the case of a successful Bidder if the Bidder fails:

- (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- (ii) To submit CPG/ execute the order after acceptance of order

7.4.1 No interest will be payable by the owner on the above bid guarantee.

7.4.2 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME registered Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS

8.1 No bid may be modified subsequent to the deadline for submission of bids.

8.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.



9.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 9.1 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 9.2 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 9.3 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 9.4 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

10.0 OPENING OF BIDS BY THE OWNER

- 10.1 The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date as notified on e-tender portal and PFC portal.
- 10.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.
- 10.3 No electronic recording devices will be permitted during bid opening.

11.0 CLARIFICATION OF BIDS

- 11.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

12.0 PRELIMINARY EXAMINATION

- 12.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 12.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 12.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 12.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.



12.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

13.0 PRICE

13.1 The Bidder shall quote Firm prices valid till the complete execution of the order.

13.2 The Bidder shall quote, item wise unit and lot prices for all the material and services (if any).

14.0 TAXES AND DUTIES

14.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.

14.2 All Customs duties, Excise Duties, Sales Tax and other levies payable by the bidder on goods, equipments, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.

14.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.

14.4 PFC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.

14.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

14.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/ services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

15.0 INSURANCE

15.1 The bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the seller shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.



15.2 Any loss or damage to the property of venue booked by us due to their negligence shall be borne by the bidder.

16.0 BID CURRENCIES

16.1 Prices shall be quoted in Indian Rupees only.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS

17.1 To be made on E-Tender portal, if any.

18.0 PERIOD OF VALIDITY OF BIDS

18.1 Bids shall remain valid and open for acceptance for a period of 4 months after the date set for Bid opening.

19.0 BID OPENING

19.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 8.0 above shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete whether the requisite Bid Guarantees have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

20.0 PROCESS TO BE CONFIDENTIAL

20.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

21.0 CORRECTION OF ERRORS

21.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

- a) where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

21.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.



22.0 TIME SCHEDULE

22.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents, pursuant to Clause 13.0 above.

23.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) Making any corrections for errors pursuant to Clause 21.0
- b) Excluding provisional sums
- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 13.2.

23.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.

23.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

23.5 Sales tax and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.

23.6 Bid evaluation will be carried out on the basis of entire scope of work on single responsibility basis and the work will be awarded on the basis of least evaluated cost to purchaser on single responsibility basis.

23.7 Preference to purchase from SMEs Agencies and related evaluation has been detailed out at Annexure-II-A of these tender documents.

24.0 AWARD CRITERIA

24.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 23 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

24.2 The Tenders will be evaluated on the basis of Grand Total (Annexure 'V-A+ V-B') quoted at Annexure V-A and the job will be awarded to L1 accordingly.



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

25.1 Notwithstanding the above sub-clause 17.1 above, the Purchaser reserves the right to accept or reject any Bid and to annual the bidding process and reject 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 bidders or bidders of the grounds for the Purchaser's action.

26.0 NOTIFICATION OF AWARD

26.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.

26.2 The Notification of Award will constitute the formation of the Contract.

27.0 DELIVERY/SHIPMENT TERMS

27.1 The Printer would initially provide 75 copies through digital mode. The first lot of printed copies of Annual Reports is to be delivered within 07 (Seven) days from the date of approval of final proof and the balance quantity has to be delivered within following 05 (five) days.

28.0 SECURITY DEPOSIT

28.1 Bid Guarantee / EMD of successful bidder shall be converted into Security Deposit and will be refunded upon submission of CPG.

28.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.

28.3 Failure of the successful bidder to comply with the requirements of Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

29.0 LOCAL CONDITIONS

29.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

30.0 PAYMENT TERMS

30.1 100% payment would be released upon successful completion of event after submission of bill within 15 working days. In case bidder requires advance, they would be asked to submit suitable bank guarantee of equivalent amount in addition to already deposited EMD with validity up to 11.11.2018. The maximum allowed advance amount will be the cost of the sweet boxes.



31.0 INSPECTION –CHECKING- TESTING

All materials/equipments provided by the bidders and/or by his sub-vendor against the purchase order shall be subject to inspection, check and/or test by the purchaser or his authorized representative at all stages and places, before, during execution of the job.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

32.0 ACCESS TO SUPPLIERS PREMISES

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time

33.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If the Material/ services supplied/ provided by the firm found unsatisfactory, then the same will be replaced immediately without any extra cost to PFC.

34.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

35.0 PACKING AND MARKING

35.1 All goods shall be securely packed in order to avoid any kind of damages for transportation to site or during the execution of the job.

36.0 WARRANTY

The product / equipment taken to the venue should be of good quality and in case any spurious material / product is supplied, the same is to be replaced immediately without any extra cost.

37.0 LIQUIDATED DAMAGES IN CASE OF FAILURE IN SERVICES

37.1 In case of any / part failure in execution of the order, a penalty shall be imposed which would be discussed and decided on mutual agreement basis.

37.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

37.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

38.0 FORCE MAJEURE



38.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

39.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of $\pm 25\%$ of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

40.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

41.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

42.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order



are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

43.0 CONTRACTOR'S DEFAULT

43.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

43.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 43.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

43.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

43.4 Payment after Termination

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 46.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

43.5 Effect on Liability for Delay

The Contractor's liability under clause 34 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.



44.0 SALE CONDITIONS

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

45.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

46.0 DISPUTES AND ARBITRATION

46.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

46.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

46.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

46.4 The award given by the Arbitrator(s) shall be speaking award.

46.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

46.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

47.0 LAW AND PROCEDURE

47.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.



47.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder. The format for acceptance of terms and conditions is enclosed at Appendix-VI.



ANNEXURE II

SPECIAL CONDITIONS

- 1.0** The Printer should furnish the under mentioned information and also enclose copies of the relevant documents wherever asked for.
- a.** Name of the Firm :
- b. Address*** :
- c.** Telephone Nos. & E-mail Address :
- d.** Name of the Contact Person Telephone/Mobile No. :
- e.** Name of the Bank (with full Address) :
- f.** Bank Account No. :
- g.** PAN No. (Please enclose photocopy) :
- h.** Should submit a copy of last Income Tax Return. :
- i.** TIN No. / GST No. :

***In case printing House is situated outside Delhi NCR, address of Delhi NCR Office shall also be mentioned.**

2.0 'Pre-qualification Criteria' for award of job:

- I. The Printing House should be located anywhere in India with in-house facilities including designing, printing etc. to execute the job. The Printing House should have an office in Delhi NCR.
- II. The printer should have executed at least 01 (One) printing job related to printing of Annual Report worth ₹25 Lakhs and above as a single order in each of the last two financial years i.e. 2016-17 and 2017-18. The printer should submit a copy of the 'Work Order' placed by the client and a copy of the 'Completion Certificate' issued by the client.
- III. The Printer should have a minimum Annual turnover of ₹25 crores or more in the last two financial years i.e. 2015-16 & 2016-17 (CA certificate to be attached).
- IV. The Printer should not have been blacklisted by any Government body / PSU on grounds of performance / quality-related issues in the last two Financial Years i.e. 2016-17 & 2017-18.

Agencies are required to furnish the above information as per the format placed at 'Annexure-VI' and also enclose relevant documents as required.



TECHNICAL SPECIFICATIONS

I Printing of Annual Report (Shareholders' Version)

- | | | | |
|-------|---|---|---|
| i) | Quantity | : | 90,000* copies in English |
| ii) | Size | : | 8.25" x 10.75" (finished) |
| iii) | Paper | : | Cover – 130 GSM Mont Blanc Neutral White
Inside Pages (First 16 Pages) - 80 GSM Art Paper
Rest Inside Pages - 47 GSM Maplitho A-Grade |
| iv) | Total Pages | : | 284 + 4 (cover), approx. |
| v) | Colour | : | Cover in 4 colour & Inside first 16 pages in 4 colour and rest pages 02 colour |
| vi) | Printing | : | Web offset |
| vii) | Binding | : | Perfect |
| viii) | Provision for Digital Copies | : | 75 advance copies, printed through Digital mode, required as soon as the Ferro is cleared |
| ix) | Notice for AGM & Attendance Slip/Proxy Form | : | 90,000* copies in English of 16 pages (AGM Notice) on 47 GSM Maphlitho A-Grade + 2 pages each (Attendance Slip & Proxy Form) single side through VDP in single color on 80 GSM Maplitho, Centre-Pinning |

* The quantity may vary $\pm 10\%$.

Printer will coordinate and ensure timely dispatch of the Annual Reports

II. Printing of Envelopes for Annual Report (Shareholders' version)

- | | | | |
|----|---|---|---|
| 1. | Envelope for Annual Report | : | Size : 8.75" x 11.25" Approx.
Colour : single
Paper : 120 gsm Maplitho
Finishing : Die Cutting and Pasting |
| 2. | No. of Printed Envelopes | : | 90,000 Nos. ($\pm 10\%$). |
| 3. | No. of Printed Envelope For Electronic Voting Form Quantity | : | 90,000 nos ($\pm 10\%$).
Paper : 120 gsm Maplitho
Die Cutting & Pasting
Size : 8.75" x 11.25" |



TECHNICAL SPECIFICATIONS

I Specifications for Printing of Annual Report (Deluxe version)

1. Size : 8 ¼" x 11 ¾" (finished) (International A/4 size)
2. No. of Pages : 284 pages + cover for English
: 284 pages + cover for Hindi version
3. Colour : 4 colour throughout
4. Input for Inside Pages : 30 colour photographs / Transparencies
5. Quantity : 500 English and 300 Hindi
6. Paper
 - For Cover : 240 gsm Rendezvous super white
 - For Inside Pages : 105 gsm Rendezvous Super White
7. Binding : Section Sewn cover drawn
8. Lamination : Outer cover to be Matt laminated

II. Printing of Envelopes for Annual Report (Deluxe version)

1. Envelope for Annual Report : Size : 9" x 12 ¼" (finished)
Colour : 4+0 colour
Paper : 120 gsm Maplitho
Finishing : Die Cutting and Pasting
2. No. of Printed Envelopes Quantity : 300 nos.



ANNEXURE V- A
(To be submitted through E-tendering mode - Financial Bid)
(Page 1)

FORMAT FOR QUOTING RATES FOR SHAREHOLDERS' VERSION

S.No.	Description	Amount ₹
1	Cover processing, printing, including planning and plate-making.	
2	Text printing complete with photo-composing processing, etc.	
3	Proof-reading	
4	Binding cost (perfect)	
5	Paper cost of 130 GSM Mont Blanc Neutral White	
6	Paper cost of 80 GSM Art paper – for 16 inside pages	
7	Paper cost of 47 GSM Maplitho A-Grade – inside pages	
8	Cost for printing and supply of 90,000 nos. of envelopes –	
9	For dispatching the 'Shareholders' version' of Annual Report	
•	Handling charges @ ₹..... per copy. The total amount accordingly is to be mentioned in the next column based on total number of copies (per copy rate x 90,000* copies)	
•	Cost of address printing on self-adhesive labels @ ₹..... Per copy. The total amount accordingly is to be mentioned in the next column based on total number of copies (per copy rate x 90,000* copies)	
•	Labour charges for inserting Annual Report into the envelopes @ ₹..... per copy. The total amount accordingly is to be mentioned in the next side column based on total number of copies. (per copy rate x 90,000* copies)	
10	Charges for 75 advance copies, printed through <u>Digital mode</u> , required as soon as the FERRO is cleared	
11	Printing of attendance slip and proxy form 90,000* copies in 80 gsm Maplitho Paper of A-4 size, address printing on self-adhesive labels and printing and supply of 90,000* envelopes for its dispatch along with 16 pages AGM Notice on 47 GSM Maplitho Grade-A	
12	Sub-Total	
13	GST (if applicable)	
14	Total cost (all inclusive - Annexure 'V-A') Shareholders' version	
15	Total cost (all inclusive - Annexure 'V-B') Deluxe version	
16	Grand-total (Annexures V-A'+ 'V- B')	

Note : (*): The quantity may vary by $\pm 10\%$

1. Dispatch charges for Indian & foreign addresses, including UPC, would be paid directly to the Registered Licensee of the GPO by DD on receipt of demand note. However, Printer is required to coordinate this.
2. Unit Rates are not to be included in the Total costs / Grand Total

Date:

Signature with Seal

Place



ANNEXURE V- A (i)
(To be submitted through E-Tendering – Financial Bid)
(Page 2)

PRINTING OF ANNUAL REPORT (Shareholders' version)

UNIT RATES FOR ADDITION / DELETION

A.	Please indicate ±8 pages text cost (Including production / paper cost etc.) For Shareholders' version	₹
B.	Charges for printing 1000 additional copies as per specifications(Shareholder's version)	₹
C.	Charges for printing envelopes in multiple of 1000 Nos. for Shareholders' version	₹
D.	Scanning Charges per photograph	Min. Size : ₹ Half Page : ₹ Full Page : ₹

Note : The rates shall be firm and inclusive of all charges.

Name of Authorized Signatory _____
With Tel./Mobile No. e-mail ID _____
Who can be contacted _____
For enquiry of rates etc. _____

Signature with Seal

Date:

Place:

**ANNEXURE V- B**

(To be submitted through E-Tendering – Financial Bid)
(Page 1)

FORMAT FOR QUOTATING RATES FOR DELUXE VERSION**CONSOLIDATED COST STATEMENT FOR PRINTING OF
ANNUAL REPORTS (both English & Hindi versions)**

S. No.	Description	Amount ₹
1.	Cover processing, printing, including planning and platemaking.	
2.	Text printing complete with photo-composing processing, etc.	
3.	Proof-reading	
4.	Binding cost, Section Sewn cover drawn – for total 800 copies	
5.	Paper cost of 240 gsm Rendezvous super white for Cover– for total 800 copies	
6.	Paper cost of 105 gsm Rendezvous super white for Inside Pages – for total 800 copies	
7.	Cost for printing of envelopes – 300 Nos	
8.	GST (if applicable)	
9.	Packing and forwarding cost	
10.	Total cost (all inclusive – Annexure 'V-B')	

* Designing and conceptualization to be done by the printer himself. Manuscript to be supplied by PFC to printer

Signature with Seal

Date:

Place:



ANNEXURE V- B (i)
(To be submitted through E-Tendering – Financial Bid)
(Page 2)

ANNUAL REPORT - Deluxe version (English & Hindi)
UNIT RATES FOR ADDITION / DELETION

Srl. No.	Description	Amount ₹
A.	Please indicate ±4 pages text cost (including production / paper cost etc.)	
1.	For Deluxe version (+ or – 4 pages in English)	
2.	For Hindi version (+ or – 4 pages)	
B.	± Scanning charges for colour photographs (each)	
	Min. Size	
	Half Size	
	Full Size	
C.	Cost for printing of additional 100 copies, if required, as per specifications of Deluxe Version	
	English	₹
	Hindi	₹
D.	Charges for envelopes in multiple of 100 nos. for i) Deluxe Version	-----

Signature with Seal

Date:

Place:



ANNEXURE VI
(To be submitted through E-Tendering)

FORMAT FOR FURNISHING INFORMATION IN RESPECT OF “PRE-QUALIFICATION CRITERIA”

I. Name of the Printing House:

- Address*:
- Telephone No:
- Name of the contact person:
- Whether in-house facilities including Designing & Printing are available: Yes / No

**In case printing House is situated outside Delhi NCR, address of Delhi NCR Office shall also be provided along with the copy of documentary proof such as telephone bill/lease deed/rent agreement etc.*

II. Printing jobs worth ₹25 lakh & above as single order:

Financial Year	Name of the client	Work Order No. & Date	Value	Whether copy of Job Order and Completion Certificate enclosed
2016-17				
2017-18				

III. Annual Turnover in 2015-16 _____

Annual Turnover in 2016-17 _____

Whether CA certificate enclosed? Yes / No

It is certified that above information is correct and true to our knowledge and printing house/company/agency has not been blacklisted by any Government body / PSU on grounds of performance / quality-related issues in the last two Financial Years i.e. 2016-17 & 2017-18.

Date:

Signature with Seal

Place:



Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation* has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most 'secure' and 'user friendly' software from *ElectronicTender*[®]. A portal built using *ElectronicTender's* software is also referred to as *ElectronicTender System*[®] (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- **Single Stage Two Envelope**

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on *ElectronicTendering System*[®] (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to *Power Finance Corporation* (Optional)
 - View response to queries posted by *Power Finance Corporation*
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to *Power Finance Corporation* Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates



For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: 011-26241790
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

Power Finance Corporation Contact	
Power Finance Corporation Contact Person	AGM (PR)
Telephone/ Mobile	011-23456000 011-23456743
E-mail ID	ss_rao@pfcindia.com

Some Bidding related Information for this Tender (Sealed Bid)



The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part

- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of cost of Tender Documents
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

*Contact Person's Name
Address*

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
- 2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- 3. DD/ Bankers cheque in favour of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. 'I love this World'). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-



Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Power Finance Corporation in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to *Power Finance Corporation* office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.



There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS**
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.**
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS**
- 4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)