बाएगइएल *सिर्भू*स

Bharat Heavy Electricals Limited, Jhansi

COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No: CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

TENDER DOCUMENT For Tender Enquiry No.: CPR/Printing/RC/22-23

For

Finalization of Framework Agreement (FA) for Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Flex/Banners for Two years

Contact Persons:

Name: DK Parte

Designation: DGM (CPR/CSR)

Email: dkparte@bhel.in

PH: 0510-2770001 Ext. No. 2619

Or

Name: Abhishek

Designation: Dy. Manager (CPR)

Email: achoubey@bhel.in

PH: 0510-2770001 Ext. No. 2225

Tender Due Date: .../06/2022 at 13:15 Hrs. Tender Opening Date: .../06/2022 at 14:00 Hrs.

Communications & Public Relations Bharat Heavy Electricals Limited, PO: BHEL, Jhansi 284120

Accepted



COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No : CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

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Schedule "A"

NOTICE INVITING TENDER

Sealed Tenders are invited for Printing of Visiting Cards, Rubber Seal and Banners

Important Information

S. No.	Particulars	Description
3. 140.	Faiticulais	Description
1	Scope of Supply	Printing of Visiting Cards, Flex and Banners, rubber stamp, log book, duty register, pre-printed stationery etc.
2	Tender Evaluation Criteria	As per price bid (item wise evaluation)
3	Validity of the Contract	Two Years from the date of award.
4	Date of opening of Techno - Commercial Bid.	07.2020 on 14:00 Hours.
5	Address for submitting the tender	https://eprocurebhel.co.in/nicgep/app
		Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.
6	Cost of Tender	Nil
7	Validity of Offer	120 Days from tender opening date.
8	GST	To be quoted separately.
9	Reverse Auction	Not Applicable

Note:

For relevant details please visit our website www.bhel.com, https://eprocurebhel.co.in/nicgep/app

The offer shall be considered if submitted as per our specification/sample otherwise no consideration will be given if it is not as per our requirement. Vendors are advised to check the samples of different types of visiting card/ seals/ stamps/log book/ banners etc. before quoting their rates as no change in rate shall be entertained during the course of contract period once the tender is finalized. The samples are available with DGM/CPR and Dy. Manager/CPR, BHEL Jhansi. The items as per standards of BHEL shall be acceptable only.

Accepted



COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No: CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

Schedule -"B"

SCOPE OF SUPPLY

Sealed Bids are invited in **two parts** for Two Years Framework Agreement of Contract of Printing & supply of Visiting Cards, Flex/Banners, Letter Head pads, pre-printed stationery and making of Rubber stamps.

The scope of supply is as follows:

SI. No.	Description of work	UOM	Estimated Qty. For 2 Years
1	SELF INKING STAMP MEDIUM (Without Rubber Seal)(Stamp Plate Size- 52MMX23 MM)	Nos.	300
2	SELF INKING STAMP BIG (Without Rubber Seal) (Stamp Plate Size- 60.5MMX27.5MM)	Nos.	15
3	RUBBER SEAL	No. of Lines	1800
4	COMPLETE ROUND SEAL ORDINARY (30 MM to 60 MM Dia)	Nos.	18
5	COMPLETE ROUND SEAL WITH DATE, MONTH, YEAR	Nos.	18
6	VISITING CARDS (Both sides Bilingual printing on 300 GSM Art paper)	Per Packet of 100 cards	200
7	LETTER HEAD PAD A4 SIZE (100 GSM Bond paper)	Per 50 Sheets	10
8	DESIGN OF FLEX ON COMPUTER	Nos.	130
9	COLOURED PRINTING OF FLEX (Normal Flex -220 to 250 GSM)	Square Feet	5000
10	PRINTING OF Multicoloured Certificate A4 size (300 GSM Art Card Sheet)	Nos.	400
11	Printing OF Vehicle Log Book of Legal size with 50 pages (70 GSM Maplitho paper)	No.	200
12	Printing of Duty Register A3 Size (80 GSM Maplitho paper)	Nos.	12

Quantities indicated above are for estimate purpose only. However, these quantities can vary to any extent during execution of the contract as per our requirement.

Accepted

बाएगईएल सिर्देशी

Bharat Heavy Electricals Limited, Jhansi

COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No: CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

Schedule -"C"

Instructions for submission of offer

- Offer to be submitted in two bid at strictly at https://eprocurebhel.co.in/nicgep/app
 Procedure for submission of Tender is available in the "Guidelines for hassle free Bid Submission" at E-tender portal https://eprocurebhel.co.in/nicgep/app. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.
 - a) Hardware and Software requirements for participating in e-tender Please refer the website for the minimum system requirements and setting document for Bidders under the link: https://eprocurebhel.co.in/nicgep/app.
 - b) NIC portal Helpdesk Contacts: For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787. For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority or Technical support-eproc@nic.in
 - c) Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.
 - SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the ETender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for incomplete documents. For new vendors not registered with us (Applicable only for open tender), kindly furnish copy of following documents: Company Name and Address Proof. GST Number (Scan Copy of Acknowledgement) PAN Copy MSME Certificate (UAN, Udyam if Any)
- 2. Tender Cost -NIL
- The contractors may physically visit the work place before quoting their rates.
 Vendors must go through all the annexures and schedules carefully before submitting the bid. For relevant details, please visit our website "www.bhel.com" and https://eprocurebhel.co.in/nicgep/app
- 4. Delivery of Goods shall be made at Transformer Plant, BHEL Jhansi.



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For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

- 5. Bids with deviations are liable for rejection. Hence your offer should be submitted only if the enclosed terms and conditions are acceptable to you.
- 6. The decision of BHEL in evaluation of bid and/or award of contract shall be final. BHEL may accept/reject without assigning any reason.



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Schedule -"D"

Details of Bidder and Documents to be submitted along with Technocommercial Bid

S.No.	Particular	Detail (Please mention)
1.	Name of the firm	
2.	Name of the Proprietor/Partners	
3.	Address	
4.	Mobile No.	
5.	E-mail ID	

Pre - Qualifying Requirements

Essential documents to be submitted as per PQRs. And mention the detail in the last column of table shown below-

SL. No.	Particulars	Supporting documents (Pl. attach copies)	Detail of attached docs.
			(Pl. fill)
1.	Valid GSTIN	Certificate copy of GST Registration.	
2.	PAN No.	Copy of PAN	
3.	AADHAR	Copy of AADHAR Card (in case of Proprietor/ Partnership).	
4.	Having experience of printing works during last 07 years- one or more works totalling to Rs.10,000.00	Supply completion certificates/copy of invoices/TDS certificates/copies of purchase orders.	
5.	Blank Price Bid	Signed copy of blank price bid.	Submitted / Not submitted



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Schedule -"E"

GENERAL TERMS AND CONDITIONS OF ENQUIRY

GENERAL TERMS AND CONDITIONS OF ENQUIRY WILL BE AS PER JHS2055A R03

JHS2055A R03 HAS BEEN UPLOADED IN SEPERATE FILE - PAGE NO 01 TO 12 (All the pages of JHS2055A R03 has to be mandatorily signed by contractor and submitted along with bid)

Accepted



COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No : CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

Schedule - F

TECHNO-COMMERCIAL BID QUOTATION NO: DATE: SUPPLIER'S NAME: We have gone through all Special Remarks, Technical Specifications, "General Terms, and Conditions of

Eriqui	ry" and submitting offer as under:	
SL	Particulars	Supplier's Confirmation
1-	Bidders should have experience of printing works during last 07 years- one or more supply totalling to Rs.10,000.00 Supply completion certificates/copy of invoices/TDS certificates/copies of purchase orders to be submitted by the bidder.	□ Submitted
2-	Printing materials are required on urgent basis in case of events and visit of dignitaries and regular coordination is required with the supplier. Hence bidders must have their establishment / works within a periphery of 50 kms . From BHEL Jhansi.	□ Accepted
3-	Complete acceptance for supply of items as per Purchase / Tech specification mentioned in the enquiry. Technical deviations , if any , are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	□ Accepted
4-	We confirm that our offer meets in Toto all the technical requirements as given in the tender document, item description & remarks of the tender.	□ Accepted
5-	Quantities indicated in the price bid are for estimate purpose only. However, these quantities can vary to any extent during execution of the contract. Bidders must note that the total quantity mentioned in the price bid format shall not be awarded in one go. However, the order shall be given to successful bidder based on the requirement of BHEL Jhansi during the contract period of 2 year. The material as mentioned in the tender shall be supplied as and when required as per our requirement.	□ Accepted
4-	We agree that our bid is liable to be rejected in case (a) the relevant information at Sl. No. 2 is not filled, (b) documentation is incomplete, (c) there are false declarations.	□ Accepted
5-	Acceptance to all special remarks and General Terms & Condition (GTC) of Enquiry (Rev-3) uploaded at: https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf (Note: Read the terms & condition carefully before quoting.)	□ Yes
6-	The required supply shall be made within 7 days' time of placement of order/ intimation through email whichever applicable. LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value	□ Accepted
7-	Taxes & Duties: Extra as applicable & bidders to indicate following	□ Accepted
	(a) Tarrif Head / HSN No.	
	(b) Applicable GST (mention NA if not applicable) : ☐ IGST OR : ☐ CGST & SGST Each	@
8-	Price Bid to be submitted as per the online price bid format only (Copy of blank price bid is to be submitted with techno-commercial bid).	□ Yes
9-	Acceptance to Delivery Terms on F.O.R BHEL Jhansi as per Clause-6(A) of GTC.	□ Accepted
11-	Acceptance for Prices on firm basis and no PVC is applicable.	□ Accepted
12-	Acceptance to Price Validity of 120 days from date of bid Part-I opening.	□ Yes

Accepted



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13-	Inspection of Goods to be done BY BHEL AT BHEL by CPR Department.	□ Accepted
	Material supplied if found of inferior quality, will be rejected by us and the same has to be replaced free of cost. No payment shall be made against rejected/defective supply.	
14-	Acceptance to LD / Penalty for Delayed Performance (including Risk Purchase) as per Clause-8 (A to C) of GTC.	□ Accepted
15-	Terms of Payment: 100 % payment within 30 days from the date of invoice and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents.	□ Accepted
	Best efforts shall be made to release 100% payment within stipulated time frame subjected to satisfactory supply of material and submission of bill supplier through NEFT after deducting TDS etc. However, no interest shall be paid for delay in making the payments.	
	Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	
16-	The above terms and conditions shall be read in conjunction with BHEL's standard terms and conditions of Enquiry. Wherever difference in terms and conditions is there, the terms and conditions mentioned in this mandatory sheet shall prevail.	□ Accepted
17-	In case of deviation in acceptance given on this sheet from anywhere in your offer, acceptance given in this mandatory sheet shall be treated as final.	□ Accepted
18-	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	□ Accepted
19-	All the General Terms & Conditions of Enquiry (JHS 2055A R03) which have been uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	□ Accepted
20-	"The Bidder along with its associate/collaborators/sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."	□ Accepted
21-	In line with Tender - General Terms & Condition (GTC) of Enquiry (Rev-3) uploaded at: https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf Read the terms & condition carefully before quoting "Clause 22 - Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase "Non- submission of document (As per GTC – CI – 22) will lead to	□ ACCEPTED
	consideration of vendor's bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the required documents (As per GTC $-$ CI $-$ 22) are not submitted before price bid opening.	Type of Enterprise
	'MSMED Benefits are not to be given to Traders'. Vendors seeking MSE benefits must necessarily submit the format attached as Annexure – I	☐ Manufacturing
	with this tender. (Also available at Supplier Information Portal BHEL Jhansi – 'Format For Supplier MSME Status).	□ Services
22-	Short Closure: During execution, if the performance of supplier is not upto the mark in respect of delivery / quality performance, BHEL reserves the right to short close / cancel the individual PO/ Rate contract.	□ Accepted

Accepted



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DETAILS OF BUSINESS

The Contractor shall furnish the following information along with Part-1 bid for Rate Contract for supply of Rubber stamps.

1.0	Name of the firm/Authorized Representative	
2.0	Address for communication	
3.0	Location of office :	
4.0	Telephone No. (Office) (Res) (Mobile) (Fax) (email Address) (Website Address-if any)	
5.0	Name of proprietor / partner	



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Annexure – I

Certificate by Chartered Accountant on letter head.

as'compa registere	,,,	its registered Act 2006 as per followi	office at ing details:-		is
_					
UDYAM	l Reg. Date :	•••••			
Categor	y:	(Micro/Small),			
Major A	Activity:	(Manufacturing/Se	ervices}.		
Fur	rther verified fror	n the Books of Accoun	ts that the investm	nent and turnover of the co	ompanv
		ancial statements as pe			, ,
			(4	Amount in Crores)	
	Financial	Investment in	Turnover	Type of Financial	
	Year	plant and	during the	Statements	
		machinery*	Year	A lite l /D i - i l	
				Audited/Provisional Audited/Provisional	
				Audited/Provisional	
dated Jui	ne 26, 2020:			ide its notification No.S.O.2	
The abo	ne 26, 2020: ve investment of ble limit of Invest	(Strike off which Rs Cro ment of Rs	ever is not applicat re and Turnover of Crore and Turr	ole) : Rs Crore is nover of Rs	s within Crore
The abo [,] permissi	ne 26, 2020: ve investment of ble limit of Invest	(Strike off which Rs Cro ment of Rs	ever is not applicat re and Turnover of Crore and Turr	ble) Rs Crore i:	2119 (E) s within Crore
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The aborpermissi for The comand the (dd/mm,	ne 26, 2020: ve investment of ble limit of Invest Micro/ S pany has been graduatio	(Strike off which of the control of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	ole) RsCrore is nover of Rs Itegory under MSMED Act is small) (Strike off which is not a	s within Crore 2006.
The aborpermissi for The comand the (dd/mm,	ne 26, 2020: ve investment of ble limit of Invest Micro/ S pany has been graduatio /yyyy) as notified	(Strike off which of the control of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	Small) (Strike off which is not a	s within Crore 2006.
The abore permissi for The come and the come (dd/mm, by Minis	ne 26, 2020: ve investment of ble limit of Invest Micro/ S pany has been gradate of graduatio /yyyy) as notified try of MSME.	(Strike off which of the control of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	Small) (Strike off which is not a	s within Crore 2006.
The about permissi for The come and the (dd/mm, by Minis) Date:	ne 26, 2020: ve investment of ble limit of Invest Micro/ S pany has been gradate of graduatio /yyyy) as notified try of MSME.	(Strike off which of the control of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	Small) (Strike off which is not a	s within Crore 2006.
The abore permissing for The come and the come	ne 26, 2020: ve investment of ble limit of Invest Micro/ S pany has been gradate of graduatio /yyyy) as notified try of MSME.	(Strike off which of the control of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	Small) (Strike off which is not a	s within Crore 2006.
The abore permissi for The come and the (dd/mm, by Minister) Date: (Signature Name - Members	ve investment of ble limit of Invest Micro/ S pany has been graduatio /yyyy) as notified try of MSME.	(Strike off which of Rs	ever is not applicate re and Turnover of Crore and Turn s not applicable) Ca .Or al category (Micro/ om its original cate	Small) (Strike off which is not a	s within Crore 2006.

Accepted



COMMUNICATIONS & PUBLIC RELATIONS

Tender Enquiry No : CPR/Printing/ 22-23

For Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Banners for Two years.

Blank Price Bid Not to be filled, but to be signed only)

NAME OF WORK: Printing of Visiting Cards, Flex/Banners, Letter Head pads and making of Rubber stamps.

SI. No.	Description of work	UOM	Estimated Qty. For 2 Years	QuotedRate/Unit (INR)
1	SELF INKING STAMP MEDIUM (Without Rubber Seal)(Stamp Plate Size- 52MMX23 MM)	Nos.	300	Quoted/Not Quoted
2	SELF INKING STAMP BIG (Without Rubber Seal) (Stamp Plate Size- 60.5MMX27.5MM)	Nos.	15	Quoted/Not Quoted
3	RUBBER SEAL	No. of Lines	1800	Quoted/Not Quoted
4	COMPLETE ROUND SEAL ORDINARY (30 MM to 60 MM Dia)	Nos.	18	Quoted/Not Quoted
5	COMPLETE ROUND SEAL WITH DATE, MONTH, YEAR	Nos.	18	Quoted/Not Quoted
6	VISITING CARDS (Both sides Bilingual printing on 300 GSM Art paper)	Per Packet of 100 cards	200	Quoted/Not Quoted
7	LETTER HEAD PAD A4 SIZE (100 GSM Bond paper)	Per 50 Sheets	10	Quoted/Not Quoted
8	DESIGN OF FLEX ON COMPUTER	Nos.	130	Quoted/Not Quoted
9	COLOURED PRINTING OF FLEX (Normal Flex -220 to 250 GSM)	Square Feet	5000	Quoted/Not Quoted
10	PRINTING OF Multicoloured Certificate A4 size (300 GSM Art Card Sheet)	Nos.	400	Quoted/Not Quoted
11	Printing OF Vehicle Log Book of Legal size with 50 pages (70 GSM Maplitho paper)	No.	200	Quoted/Not Quoted
12	Printing of Duty Register A3 Size (80 GSM Maplitho paper)	Nos.	12	Quoted/Not Quoted
		Tota	al Amount	

Note: Please tick the item for which you are quoting	Note:	Please ti	ck the	item for	which	vou are	auotina
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SN	Page 1 of 1 Description
1	General:
•	
	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning
Α	the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as
	BHEL or the Purchaser) or its Projects / Customers.
В	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry
	will override the relevant conditions mentioned in this document.
С	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions
	if any, shall not be binding on the Purchaser. Only the conditions contained in this document, including special conditions
	if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed
	and free from over writing/ erasures. Any correction or addition must be authenticated Relevant enclosures, supporting
Α	documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along
	with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in
	figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The
	Cover should contain both Part-I and Part-II bids, as the case may be.
	To to the state of
	Dort I hid
	Part – I bid
	In case of Two part Bid, Part - I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un
	priced copy of the Price Bid, (iv) EMD (if called in NIT), and (v) Relevant documents of PQR (if called in NIT), all dul

Part -II Bid wherever Reverse Auction is not called for

Due date, and Bidder's name indicated on the Cover

Part – II bid i.e. **Price Bid** containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a **separate envelope**. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover

filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid,

Part -II Bid wherever Reverse Auction is called for

В

Part – II bid i.e. **Price Bid** containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a **separate envelope**. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover

The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.

In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected.

It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in., wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.

- C Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
- D Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered



Page 2 of 12

	Page 2 of 12
	BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
E	The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be processed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
	If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)
	The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned
F	in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In
Н	case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
١.	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along
ľ	with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
	 Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.
J	 Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having
	price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact.
K	The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.
	Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier
L	Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.
	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the
М	tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor
	may lead to his deletion from BHEL's approved vendor list.
N	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.
0	Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.
	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of
Р	Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com . The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in . The "Guidelines for suspension of business dealings with Suppliers /
	Contractors" is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php



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	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions,			
Q	clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com &www.bhejhs.co.in) only. Bidders			
	responding to press tender should regularly visit website(s) to keep themselves updated.			

- In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
- S In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
- Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.

Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract.

Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder.

While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off . For eg: If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units

The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder (s).

Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder

While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be redistributed amongst other performing and willing vendors of the FA.

The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>

3 Vendor's particulars & logistics information

Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry

4 Delivery Schedule & Completion date

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- Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.
- Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.
- Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.



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- In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms .For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
- c. In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
- In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.

5 Transit Insurance

Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.

6 Delivery Terms

A Indigenous Purchase

Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected.

Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.

B Foreign Purchase – Imports

- 1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo
- 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport
- 3. Please visit BHEL Jhansi web site www.bheljhs.co.inf or details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer.
- 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
- In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide **14 days' time free of detention** from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be **loaded** for the period short of 14 days period.
- <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u>

7 Force Majeure

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Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account.

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	Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in				
	order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may				
	takeover partly processed material at a mutually agreed price.				
8	, ,,				
А	LD / Penalty for delayed performance. I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. II. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion. III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%) IV. Wherever Erection & Commissioning (E&C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO. V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)				
	For the sake of clarity — Total order value means purchase order value (exclusive of taxes), Undelivered portion means, the delayed portion for the given lot. In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD				
В	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.				
С	In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction. In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction. In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies, the date Invoice / Packing List / T Certificate, whichever date is later, shall be reckoned for LD deduction. In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading, shall be reckoned for LD deduction.				
	Risk Purchase.				
С	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php				
9	Indian Agents and Agency commission				
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regul guidelines" which will require submission of an agency agreement. The agency agreement should specify the principal				
В	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission. Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal / OEM				
С	or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened				



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		Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the
	D	same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
1		

10 Documentation:

A Indigenous Purchase

Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below

address(es) mentioned below			
(a).	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable	
(b)	Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO	
(c)	Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR	

In case any other documents are required, the distribution of such documents will be specified in the Purchase order.

Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods

B Foreign Purchase - Imports

Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser

- 1. Original Clean on board Bill of lading.
- 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package.
- 3. Original certificate of Country of Origin issued by Chamber of Commerce
- 4. One set of Original test certificates and O&M manual where called for.
- 5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used.

In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.

C In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier

11 Pricing Terms

Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.



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12 Price Validity:

Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.

The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.

13 Taxes & Duties - Indigenous Purchase

The Taxes and duties as applicable shall be payable extra which may include GSTagainst Gate pass. The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code, amount corresponding to GST will be disallowed by BHEL while making payments.

Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods.

GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation.

Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.

In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Jhansi due to any default of supplier under GST such implication shall be to supplier's account.

GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit.

In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer

Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode.

Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.

In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.

14 Taxes & Duties - Foreign Purchase - Imports

The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.

Wherever GST is not applicable, the tax and duty structure, as applicable, is to be complied by the seller.

15 Payment Terms-

Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents..

Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udhyog Aaadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL). It is hence in the interest of the vendor that they validate the status of UAM regularly with BHEL.

In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate(as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.

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All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this
should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of
Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be
sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt
of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications
sought, the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever
clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of
submission of clear and admissible bill.
Foreign 1000/ project impressible upconfirmed LC porcells within 100 days of the bill of loding (DL) data in some

BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise.

Payment terms of CAD payable on 120th day of BL / HAWB date shall be preferred.

- While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays
- In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc
- 16 Inspection of Goods
- The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
- Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.
- All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
- D <u>Undertaking to be provided by Suppliers before despatch</u>: The suppliers, before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions.

Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL

E Uploading despatch information on BHEL SIP

The supplier has to upload despatch information details by logging in at 'Supplier Information Portal' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link'Update Consignment details' provided therein. Submitting 'Despatch Intimation' is mandatory. All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation.

The following documents are necessary before entry of material at our Material Gate:

1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies
2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket).
3	'Despatch Intimation' (Printout required).



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The following documents are additionally required for SRV clearance if they are called for in the Purchase Order (PO):

4	4	Complete Test certificates/Inspection reports
ţ	5	Guarantee certificates
(6	Any other document as called for

Following may be required for SRV preparation depending on the nature of material being supplied:

7	Packing lists, wherever applicable.
8	Weighment slip.

A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal

Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM

Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM

17 Warranty , Corresponding Repairs / Replacement of Goods, and Deductions

Goods shall comply with the specifications for material, workmanship and performance.

The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi

However, **wherever erection & commissioning also is in the scope of the bidder**, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later.

In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected.

If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.

In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.

18 Evaluation and Loading Criteria:

Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.

Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed



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GENERAL TERMS AND CONDITIONS OF ENQUIRY

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concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account.

To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criterial shall be communicated to all qualified bidders before price bid opening.

19 Non-Disclosure Agreement

All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or takeappropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.

21 Performance Bank Guarantee (PBG)/ Security Deposit (SD):

- Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
- Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.

22 Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase

MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in "Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.

Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non-submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.



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	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured		
	to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting'		
	clause in NIT already cater to 20% share in the tendered load.		
	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged		
_	documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/		
D	illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for		
	suspension of business dealings.		
23	Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'		
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.EII dated 15.06.2017,		
	under the subject - Public Procurement (Preference to Make in India) has set the initiatives to encourage and		
	promote indigenously manufactured goods within India and services provided by sources within India		
	γ		
	In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local		
	suppliers) are given purchase preference and are entitled to benefits in the tender		
Α	Definitions		
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry,		
(')	be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the		
	item (including all customs duties) as a proportion of the total value, in percent. Presently, the minimum local content		
	required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and		
	may also prescribe the manner of calculation of local content.		
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the		
(,	minimum local content as prescribed		
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above		
(111)	the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.		
В	Conditions under which preference is given		
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity		
(1)	and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall		
	be eligible. If the estimated value of procurement of such goods is more that Rs 50 lakhs, provisions of 23(B) (ii) and		
/ii\	23(B)(iii) shall apply. If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be		
(ii)	* * * * * * * * * * * * * * * * * * * *		
_	followed:		
а	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier		
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder		
	among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity, subject to the local		
	supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1		
	price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall		
	be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case		
	some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.		
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services		
""	where the bid is evaluated on the price alone, the following procedure shall be followed:		
_	, , , , , , , , , , , , , , , , , , , ,		
а	If L1 is a local supplier, the order shall be awarded to local supplier		
h	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1		
b			
	price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be		
	awarded to such local supplier subject to matching the L1 price.		
	In case such lawast aliaible local supplier fails to match the L.t. price, the local supplier with the most bint or bid within		
	In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within		
	the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded		
	accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may		
	be awarded to the L1 bidder.		
•	Everytien of small numbers		
С	Exemption of small purchases Netwithstanding appting centrined at slaves 22P above, presurements where the estimated value of presurement is		
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is		
	less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.		



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D	Verification of local content		
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item		
	offered meets the minimum local content and shall give details of the location(s) at which the local value addition is		
	made.		
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate		
, ,	from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant		
	or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.		
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of		
` '	Business dealings with Suppliers		
Е	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.		
24	Fraud Prevention		
	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall		
	strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately		
	bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice		
	, , , , , , ,		
25	Settlement of Disputes & Arbitration		
_	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request		
Α	of the Seller and the decision of the Purchaser shall be final.		
В	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.		
С	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of		
C	the Purchaser.		
	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate		
D	Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and		
	Conciliation Act, 1996 read with Corporate guideline as amended from time to time.		
Ε	The Seller shall continue to perform the contract, pending settlement of dispute(s).		
26	Applicable Laws and Jurisdiction of Courts		
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern		
	the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall		
	have sole jurisdiction.		
27	Conciliation		
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any		
	Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection		
	with construction, meaning, operation, effect, interpretation or breach of the terms and conditions of order, which the		
	Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the		
	BHEL Panel of Conciliators.		
	Notes:		
	1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of		
	Conciliators.		
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties f			
the BHEL Panel of Conciliators.			
The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1			
	any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.		
28	General		
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at		
	https://www.bheljhs.co.in/apps/sip/index.php		
	πιτρου/ www.bnoijno.co.ii//αρρο/οιρ/πιασλ.ρπρ		



Government eProcurement System

Tender Details

Date: 23-May-2022 10:25 AM



Basic Details			
Organisation Chain	Bharat Heavy Electricals Limited TP-Jhansi MM-CDC Central Material Management		
Tender Reference Number	CPR/Printing/RC/22-23		
Tender ID	2022_BHEL_12585_1		
Tender Type	Open Tender	Form of contract	Buy
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description		
1	Fee/PreQual/Technical	.pdf	Techno Commercial Bid		
2	Finance	.xls	Price Bid		

Tender Fee De	tails, [To	tal Fee in ₹ * - 0.	.00]	EMD Fee Details	5		
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00		No
Fee Payable To	Nil	Fee Payable At	Nil			BG/ST or EMD Exemption Allowed	
Tender Fee Exemption	No			EMD Fee Type	fixed	EMD Percentage	NA
Allowed				EMD Payable To	Nil	EMD Payable At	Nil

Click to view modification history

Title	Two yea	rs Rate Contract for Pring	Services like Visiting Card, Flex/na	aer, Pre Stationary materia	l etc.		
Work Description	1	Finalization of Framework Agreement (FA) for Printing of Visiting Cards, Rubber Seal, Pre Printed Stationery and Flex/Banners for Two years					
Pre Qualification Details	Please r	Please refer Tender documents.					
Independent External Monitor/Remarks	NA						
Show Tender Value in Public Domain	No						
Tender Value in ₹	0.00	Product Category	Consumables - Paper/Printing/Photocopy Paper	Sub category	NA		
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	7		
Location	BHEL Jhansi	Pincode	284120	Pre Bid Meeting Place	NA		
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL Jhan		
Should Allow NDA	No	Allow Preferential	No				

Critical Dates			
Publish Date	23-May-2022 10:30 AM	Bid Opening Date	03-Jun-2022 02:00 PM
Document Download / Sale Start Date	23-May-2022 10:35 AM	Document Download / Sale End Date	03-Jun-2022 01:15 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	23-May-2022 12:00 PM	Bid Submission End Date	03-Jun-2022 01:15 PM

NIT Document	S.No	S.No Document Name		Description	Description	
	1	Tendernotice_1.pdf		Tender Docume	ent	995.56
	2	Tendernotice_2.pdf		GTC		646.98
Work Item Documents	S.No	Document Type	Documen	nt Name	Description	Document Size (in KB)
	S.No	Document Type Tender Documents	Documer TenderDoc		Description Tender document	
	S.No	<i>,</i> .			·	Size (in KB)

Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name	
1.	cpjoshi@bhel.in	CHANDRA P JOSHI	CHANDRA PRAKASH JOSHI	
2.	prateekgupta@bhel.in	PRATEEK GUPTA	PRATEEK GUPTA	
3.	nkmahaseth@bhel.in	NAVEEN K MAHASETH	NAVEEN KUMAR MAHASETH	
4.	achoubey@bhel.in	ABHISHEK CHOUBEY	ABHISHEK	

GeMARPTS Details	
GeMARPTS ID	EP41YYYBUKPJ
Description	rate contract for visiting card
Report Initiated On	21-May-2022
Valid Until	20-Jun-2022

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority		
Name	Abhishek	
Address	Dy. Manager-CPR	

Tender Creator Details		
Created By	ABHISHEK CHOUBEY	
Designation	DY.MANAGER	
Created Date	21-May-2022 02:53 PM	