

Tender No. AA: GAX:24: PR: 1001

Date: 11-10-2024

## Sub: Notice Inviting Tender for Rate Contract of Annual Souvenir for 2025

Corp. Office of Bharat Heavy Electricals Ltd. (BHEL) is inviting offers from serious prospective bidders to supply annual souvenir to different units/sites of BHEL as per *Annexure -I*. the specification of annual souvenir is enclosed at *Annexure-A* 

Please submit your quotation for the above requirement in two-part bid which should reach us on or before the due date i.e. 21-10-2024 by 15:00 Hrs. The Techno-Commercial bid shall be opened on the same day at 12:00 Hrs in presence of bidders or their authorized representatives who may like to be present. You are requested to submit your most competitive rates along with all tender documents duly signed and stamped on each page. Corrigendum to this tender, if issued by BHEL in future, will be uploaded on the BHEL website (www.bhel.com) e-procurement # portal of government (http://eprocure.gov.in/cppp/). Therefore, the bidders are advised to keep visiting the mentioned websites regularly. Please note that the procurement is a sample-based procurement i.e. sample qualification is inherent part of techno-commercial qualification of offer.

BHEL would communicate for the Price Bid opening at the appropriate time through email/telephone after scrutiny of techno-commercial bids. The following documents are enclosed alongwith this tender.

Description / instructions
a) Technical Specifications (Annexure-"A")
b) Special Terms & Conditions / Specifications (Annexure- "B").
c) General Terms & Conditions (Annexure- "C").
d) Pre-qualifying requirements and Documents required (Annexure- "D").
e) Price Bid Format (Annexure- "E")
f) Acceptance letter/deviation statement (Annexure- "F'').
g) Bidder's Detail (Annexure- "G")
h) Declaration reg. Non-banning (Annexure- "H").
i) Delivery Location (Annexure - "I")
j) Un Price Bid Format (Annexure - "J")
IMPORTANT INSTRUCTIONS:
a) Vendors must go through all these Annexure before submitting the bid.
b) The prices must be quoted in the enclosed Price Format only.
c) Price Bids will be opened of the technically & commercially acceptable bidders.

For & on behalf of BHEL

मीन्स ठाकरान / MEENA THAKRAN (Meena Thakran) (१०००) प्रबंधक / Manager Manager (HR-GAX & ISMG) कॉर्पोरंट प्रशासन एवं आई.एस.एम.जी. / Corpor No. Adom 18 किंग्रिंग 7401/9625062397; भारत हेवी इतेबिट्रकला लिम्टेड / Bharat Heavy Electricals Limited वी.एम.ई.एल हाउम, सीरी फोर्ट / BHEL House, Sin Ford वी.एम.ई.एल हाउम, सीरी फोर्ट / BHEL House, Sin Ford विल्ली- 110049 / New Delhi-110049



Annexure-"A"

## **Technical Specifications of the Souvenir**

Make	& Model	offered	by bidder:	w <sup>2</sup>

Category	Item Specifications	Compliance
8	One Luggage/Suitcase (Moulded) with the following specifications:	
3	1. Size: Min. Height 65 cm, Min. Width 27 cm, Min.	
	Length 43 cm.	
	2. Material: outer shell made of 100% Poly-Carbonate /	
	Poly-propylene Material with textured body, scratch	1
	proof.	
	3. Wheels: Wheel system with 360-degree rotation	
	with eight wheels	
	4. Handle: PVC/TPU handle with firm grip	
	5. Weight: Less than 5.0 kg.	
	6. Main Zip: Anti-theft having 2 sets of interlocking	
	teeth	19 (4)
8	7. Lock: Three Digit Combination Lock	6-
	8. Trolley mechanism: Sturdy push button single stage	
Personal Use Item	trolley, Mild steel/ aluminum pipe with silver finish,	
ose reem	support bracket, smooth wheels	12
	9. Body Color: Printed / multi-colour (options to be	
	provided in both cases)	
	10. Fabric Lining: PU coated polyester lining and	
	double-sided cross belts	5 T pr
<u> </u>	11. Manufacturer's/ Suppliers logo: fixed on front	-
	shell/body	
	12. Warranty: Minimum 3-year international warranty	Rf .
	13. <b>Test:</b> Clearance Certificate for the following tests to	
	be provided - Wheel test, Tumble test, lock test,	
	handle test, drop test, zipper test.	4
	14. Make in India Product.	
	15. Preferred additional features- TSA lock / Mesh	
	pouch / wet pouch / Duffle Bag/ Shoe Bag/ suitcase	- *
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cover	
16.Bag Should be conveniently packed (one box	
packing)	W

#### Note:

- 1) The bidder must carefully examine the technical specification of Souvenir required by BHEL. After thorough analysis & technical scrutiny on aforesaid parameters, the bidder is required to quote against this tender.
- 2) As a checklist of compliance, the bidder shall mention respective value of parameter in sample offered in the compliance column of above table. In case, the bidder is submitting more than one sample, the bidder is required to submit duly filled copies of Annexure A against each sample. Non-compliance to any of the above parameters shall be liable to rejection of the bid.
- 3) Compliance: In the space provided for compliance, the bidder shall use following.
  - a) Yes/No: for generic compliance.
  - b) Absolute numbers : for size/weight/warranty

Signature With name, Designation & seal of the firm

मिन्द्र ठाकरान / MEENA THAKRAN प्रबंधक / Manager कॉर्पोरंट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG क्रेपोरंट प्रशासन एवं आई.



Annexure-"B"

## Special Terms & Conditions:

- 1. BHEL Corporate Office, New Delhi intends to enter into a rate contract for procurement of souvenir for BHEL employees of various units across all over India on the occasion of New Year as per specifications enclosed at Annexure-A. The maximum amount for the said souvenir is fixed to be Rs. 2000 (all-inclusive) and the required item shall be supplied strictly in accordance with the technical specifications enclosed at Annexure-A. The purchase orders shall be placed by individual BHEL units located all over India. No cartage / transportation charges shall be paid by BHEL separately. The bidder shall build all the relevant charges into the UNIT price quoted in the price bid.
- 2. Tenders shall be received up to 15:00 Hrs of 21-10-2024 and techno commercial (Part-I) bids shall be opened at 15:30 Hrs of 21-10-2024 i.e. on the same day in the presence of bidders or their authorized representatives whom so ever may like to be present.
- 3. <u>Procedure of bid submission:</u> Bids shall be submitted latest by 11:30 Hrs. on or before the due date, in two parts as follows:
  - a) Part-I (Techno-Commercial Bid): This part shall contain the following:

All pages of tender document along with documents sought in PQR, except Price Format at Annexure-E, duly filled, signed & stamped by an authorized representative as an acceptance of all tender terms & conditions. This part shall be submitted in a separate sealed cover / envelope with bidder's Seal super-scribed with correct Enquiry No, due date of opening and 'Part-I: Techno-Commercial bid'.

It is important to note that this procurement is a sample-based procurement and the sample is an integral part of the technical bid. Since it will be bulky & may not fit in the same envelope. The sample shall also be submitted to tender issuing authority well within the last date of bid submission i.e. 15:00 Hrs of 21-10-2024. Non-submission of sample within the prescribed time frame above shall result in rejection of offer on techno-commercial ground.

- b) Part-II (Financial Bid): Part-II shall contain Prices only as per Price Format (Annexure-E) and should not contain any technical details and / or Commercial Terms & Conditions. This part shall be submitted in a sealed cover / envelope with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-II: Price Bid'. Rates shall be quoted both in words and figures.
- c) Both Part-I & Part-II sealed covers / envelopes should be then put in another master sealed cover / envelope with bidder's seal super-scribed with correct Enquiry No., title of tender and due date of opening.
- d) Bid shall be submitted at BHEL House, Siri Fort, New Delhi 110049 in the Tender Box at Gate 3 Reception area, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL & only be put in the tender box. Sample shall be handed over to tender issuing authority.

प्राप्त अई एस.एम.जी. / Corporate Admin. & ISMG



#### **IMPORTANT NOTE:**

- i. No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids by the bidders. Additional documents if found any, shall not be considered for evaluation purpose.
- ii. Bidders are requested to quote in two parts as given above. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.
- 4. Delayed tenders are liable to be rejected.
- 5. **Deviations**, if any, shall be listed out separately as per **Annexure** "F" which may or may not be accepted by BHEL. Deviations mentioned anywhere else other than Annexure F shall not be considered.
- 6. Packing and Marking: The supplier shall arrange for securely protecting and packing the items to avoid loss or damages during transit. Each item shall be in an individual packaging box with handle or individual packaging box with carry bag. BHEL logo & New Year wishes shall be printed/pasted on packaging box/carry bag. The design of logo shall be communicated to the successful bidder at the appropriate time.
- 7. The cost of each offered souvenir item payable by bidder shall be maximum Rs. 2000/-inclusive of all taxes & freight, packing with BHEL logo & New Year wishes printing/pasting, forwarding charges etc. The vendor has to quote the best suitable item at the above cost.
- 8. Bidders are requested to quote their offer price on F.O.R. Destination (BHEL/Stores) basis. It is being reiterated No cartage / transportation charges shall be paid by BHEL separately. The bidder shall build all the relevant charges into the UNIT price quoted in the price bid.
- 9. BHEL reserves the right to inspect the material at vendor's premises/manufacturing location during manufacturing and/or before dispatch of material. However, dispatch clearance by BHEL before actual dispatch shall be mandatory. Cost of TA/DA/Stay of BHEL individuals coming for inspection, if any, shall be borne by BHEL.
- 10. The successful bidder shall supply the material as per technical specifications. The required item, if found of inferior quality, will be rejected by BHEL and the same to be replaced free of cost. No payment shall be made against rejected / defective supply. The successful bidder shall supply the brand-new items.
- 11. Successful bidder shall abide by all the rules/regulations/status imposed by the Govt./or other concerned authorities. The contractor will be responsible for all requirements of local municipalities/ Govt. or any other law regulating bodies.
- 12. Qty Required: BHEL intents to buy a total of 4983 no's of souvenir with a quantity tolerance of  $\pm$  30 % for its employees. This implies that BHEL at his discretion may place order for any Qty falling between 3488 no's & 6478 no's.



therefore and without prejudice to the rights of the BHEL to recover any amount becoming due under this agreement.

- 14. <u>Delivery Period & Liquidated Damages:</u> The P.O. shall be placed by individual BHEL unit. The required items shall be supplied within 30 days on placement of PO. In case of supply is delayed beyond this period; BHEL reserves the right to levy LD @ ½% per week or part thereof of delayed quantity subject to maximum of 10% of ordered value of that PO.
- 15. The offers of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 16. <u>Validity of offer:</u> The offers submitted by the parties shall be valid for a period of 60 days from date of opening of bids. Price bid opening shall be limited to technocommercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

#### 17. PAYMENT TERMS:

- a) The payment shall be made by the individual unit of BHEL.
- b) The 95% payment would be made on the basis of actual number of items provided by the vendor as per tender terms & conditions. Rest 5 % of the payment (from each bill) shall be Retention Money. This shall be released after 3 months of successful completion of the contract, including replacements of all defective items. However, this retention money can be released against Bank Guarantee.
- c) Payment shall be made once the supply get completed and for the actual supplied quantity of items for respective location/Unit. Payment shall be made within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME from the day of receipt of complete bill. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- d) The Contractor will have to intimate the NEFT details to enable BHEL to credit the payments into the account.
- e) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

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Rate Contract for Annual Souvenir-2025 Corporate Office New Delhi – 110049,



GST compliant invoice to BHEL unit placing P.O. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify and process the bill(s) in line with contractual terms & conditions.

#### 18. TAXES & DUTIES

- a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- c) Digital tax invoice shall be preferred or e-invoice, if applicable.
- d) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- e) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- f) GSTIN of BHEL will be provided to the vendor along with the work order.
- g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- h) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
- i) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- j) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.

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- k) Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- 1) Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- m) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- n) The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:
  - i) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
  - ii) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
  - iii) Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
  - iv) The service provider shall provide an undertaking that the provisions of antiprofiteering clause under GST Act have been complied with.
- o) Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.
- p) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in भीना ट्राकरान / MPHISMANICE NAME of Name of Service provider's

्रप्रविक्र / Manageression of facts, fraud or wilful misstatement of facts while offering the



products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

- 19. <u>Warranty:</u> Warranty of all items should be minimum 03-year International Warranty or as provided by manufacturer, whichever is higher.
- 20. <u>Sample:</u> The bidder shall submit one or more than one sample marking them as A / B / C etc. and separate sealed cover/price-bid for each of such alternatives. If more than one samples are submitted by any bidder then Sample A/B/C shall be clearly mentioned on top of price-bid envelope of respective sample. All quoted item/options shall strictly meet all the technical specification enlisted in Annexure A. The sample shall reach the tender inviting authority before due date of bid submission indicated in the tender document & non-receipt of sample before due date shall result in rejection of the bid. It is important to note that the bidder has to quote only one price in the price bid for one sample and there shall be no provision to quote different rates for different samples in one price bid only. Hence, this implies that the bidder shall agree to supply any of the "sample item" at their respective quoted rates as BHEL is free to choose any of the sample offered.

Note: It is important to re-iterate that the amount for each souvenir has been freezed/limited to max. ₹2,000/- (all-inclusive along with GST) so price quoted for any of the sample shall not exceed ₹2,000/- (all-inclusive along with GST).

For compliance to BHEL required features / properties (of item) as per Annexure-A, the bidder is to submit duly filled, signed & stamped copy of Annexure-A. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc. may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid. Non-submission of any of sample is liable for rejection on techno-commercial ground.

Note: The sample shall be properly packed along with details of items offered properly affixed on the packing box. Brochure/User Manual of the product mentioning the Technical specifications, warranty card, etc. shall be supplied within/on the packing box. Packing of sample shall be same as it will be supplied if the bidder gets selected and order is awarded to him/her. Technical data / brochure shall be furnished along with techno commercial bid for the item offered. Manufacturer's name, trade Mark or Patent No. if any, should be specified. The tender sample box shall be marked with permanent marker/sticker, with details, as Name of Supplier, Tender No., Brief Description of Item etc.

21. <u>Service Centre</u>: The bidder shall provide list of service centre of the OEM/Dealers/bidder across the country.

मीन्स ठाकरान / MEENA THAKRAN

प्रमुखिक / Manager
कॉब्रेस्ट प्रशासन एवं अहिएस एम जी १ (Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिग्रेड Bhafat Heavy Electricals Limited
वी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नुई दिल्ली- 110049 / New Delhi-110049



Annexure-"C"

#### General Terms & Conditions

#### (1) TERMINATION OF CONTRACT:

BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the schedule is not strictly adhered to.

#### (2) SELECTION PROCESS:

All bidders to note that the process for procurement of souvenir is primarily a 'sample' based procurement. This procurement shall involve selection based on various indeterminable parameters by a selection committee constituted by BHEL. The vendors would be required to submit their offers as under:

- a) The bidders would be required to submit their best samples as per tender terms and conditions within the stipulated price of ₹2000/- (all inclusive) and quote their best price for the same in a separate sealed cover. The successful bidder shall deliver the items at all the delivery locations mentioned elsewhere in this tender. No additional cost shall be paid by BHEL in this regard.
- b) Techno-Commercial evaluation of bids & samples shall be done as per tender terms and conditions.
- c) Selection of Item: All the items of techno-commercially qualified bidders would be displayed for the selection committee. The items would be displayed without disclosing the names of the vendors. The committee shall select any number of samples up to a maximum of five.
- d) Financial Evaluation: The price bid (Part II Bid) of only the samples selected by the selection committee would be opened and order would be awarded to the bidder having quoted the lowest price.
- e) The unsuccessful bidders shall collect their sample from tendering authority after award of order at their own risk and cost.

#### (3) EVALUATION:

- a) Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-E) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b) Evaluation shall be done on the basis of "Grand Total (all inclusive)" based on rates quoted by bidder. Calculation of "Grand Total (all inclusive)" will be done by BHEL.
- c) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

d) The evaluation curvency for this tender shall be ₹. i.e. INR

प्रबंधक / Manager Uर्ट्सिश्च प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG



#### (4) DISCREPANCIES & ADJUSTMENT OF ERRORS:

Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other.

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- (5) For this procurement, the local content to categorize a supplier as Class I local supplier/Class II local Supplier/Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make In India), Order2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but therefore opening of part-II bids against NIT.

#### (6) ARBITRATION:

a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

गीना ठाकरान / MEENA THAKRAN

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Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator

#### (7) JURISDICTION:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

- (8) BREACH OF CONTRACT AND TERMINATION: Following cases shall be considered as terms of breach of contract:
  - a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
  - b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

WHILE KID THE STORY OF MEENA THAKRAN प्रबंधक / Manager von श्रीमन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG



- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#### Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit placing P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract

(9) The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="https://www.bhel.com">www.bhel.com</a>.

Integrity commitment, performance of the contract and punitive action thereof:

<u>COMMITMENT BY BHEL</u>: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Punishable or any other law in force in India.

शिक्ष प्रमासन पुर अहं एस एम जो / Corporate Admin & ISMG एस है में इसेंट्रिकेट किसी है। किसी में Sty Admin & ISMG एस है कि इसेंट्रिकेट किसी है। किसी में Sty Admin & ISMG शि एन ई एन हाउस सीरी फोर्ट / BHEL House. Siri Fort Page 13 of 25



The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on http://www.bhel.com and/or under applicable legal provisions".

The Bidder(s) 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.

#### (10) <u>MSE, Start-UP & MII</u>.

#### a) PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement Policy for MSE, Order 2012 as per MSE guidelines issued by MoMSE. The benefits of Public Procurement Policy shall be given to only those MSEs who are eligible as per Public Procurement Policy for MSE, Order 2012. The relevant document(s), if submitted should be valid on the last date of bid submission including bid extension (if any)

Please note that with the approval of competent authority, there shall not be any relaxation in prior turnover and prior experience to verified MSE.

#### b) PROVISIONS FOR START-UP

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

्रिभीनाः ठाकरान / MEENA THAKRAN

Carporate Office New Delhi – 110049, रित हैवी इत्तेविद्रकल्स लिमिटेड / Bharat Heavy Electricals Limited Page 14 of 25



The relevant document(s) if submitted, should be valid on the last date of bid submission including bid extension (if any)

Please note that with the approval of competent authority, there shall not be any relaxation in prior turnover and prior experience to verified Start-up.

c) Make in India: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, 06.09.2022 & DoE OM dated 23.07.2020, 18.05.2023 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

{participation only from Class 1/Class 2 Local suppliers as per the Public Procurement (preference to Make-in-India) order 2017 dated 16.09.2020 (as amended and applicable time to time)}.

## (11) Purchase preference for MSE/PPP-MII

The quantity is not splittable. Purchase preference to MSE and Class-I local supplier shall be as per the following order of priority: -

- a) If, L-1 is "MSE Class-I local supplier" Contract shall be awarded to L-1.
- b) If, L-1 is "MSE non-class-I local supplier" Purchase preference shall be given to class-I local supplier as per PPP-MII order. This implies that 'MSE class-I local supplier' shall be offered to match L-1 price to get order in line with purchase preference PPP-MII guidelines.
- (12) Compensation: BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
  - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
  - c) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).

मा (ii) उन्हर्मिन्दिक्ष permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).

Rate Gentract foor Annual Souvenir-2025 Corporate Office New Delhi – 110049, भारत हेरी इतेबिट्रकल्स लिमिटेड / Bharat Heavy Electricals Limited Page 15 of 25 वी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort

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Permanent Disablement: A disablement that is classified as a permanent total d) disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

भीनाः ठाकरान / MEENA THAKRAN प्रबंधक / Manager / Manager / Manager / Corporate Admin. & ISMG भारत हेवी इतेब्रिड्कला निमिटेड / Bharat Heavy Electricals Limited / Lच इंएस हाउस, सीरी फोर्ट / BHEL House, Siri Fort / टिल्ली- 110049 / New Delhi-110049



Annexure "D"

## (1) PRE-QUALIFYING CRITERIA:

- i. The bidder should have a valid PAN and GST Registration No.
- ii. The bidder's average annual financial turnover during the last three financial years ending 31st March '24 should be at least ₹ 29,89,800/-. In case, the tenderer fails to submit the figure for any year, non-submitted year will be considered as "0" (Zero) for averaging the turnover. In the 3 years' turnover, previous year turnover is compulsory.
- iii. The Bidder must have experience of "supply of similar items in the category of 'Luggage/Suitcase (Moulded)'. The bidder must have successfully executed single order with minimum order value of ₹7,00,000.00 for supplying similar items in the category of Luggage/Suitcase (Moulded) to any Central/State Government/ PSU/ Nationalised Banks/ Public Limited Company/ Private Limited company in last 2 years ending on last date of month prior to which the tender is invited. The bidder shall also provide contact details of the clients to which they have served in last 2 years ending on last date of month prior to which the tender is invited.
- iv. <u>Make in India Compliance</u>: The bidder shall submit documentary evidence to qualify against make in India Guideline of Govt of India.
- v. The bidder shall submit documentary evidence/ Clearance Certificate for the following tests Wheel test, Tumble test, lock test, handle test, drop test, zipper test.
- vi. The bidder shall submit documentary evidence for the Material of the item offered (outer shell made of 100% Poly-Carbonate / Poly-propylene Material with textured body, scratch proof).
- vii. All the bidders need to submit at least one sample against the quoted item (as per Annexure-A).

#### (2) List of documents to be submitted as part of techno-commercial bid are as follows.

- i. Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.
- ii. Certified & audited Balance Sheet and Profit & Loss Account statements of last three financial years i.e. FY 2021-22, 2022-23 & 2023-24. Alternatively, a CA certificate certifying the total turnover of the bidder for indicated period above i.e. FY 2021-22, 2022-23 & 2023-24 duly signed and stamped by the bidder shall also be acceptable.
- iii. The bidder shall submit 01 copy of successfully executed single order with minimum order value of ₹ 7,00,000.00 for supplying similar items in the category of 'Luggage/Suitcase (Moulded)' to any Central/State Government/ PSU/ Nationalised Banks/ Public Limited Company/ Private Limited company in last 2 years ending on last date of month prior to which the tender is invited as a proof of experience.

प्राचित्रः द्वाकरान / MEENA THAKRAN प्रबंधक / Manager कॉर्फार प्रवंशक / Manager



- iv. The bidder shall provide documentary evidence i.e. declaration for percentage of local content in manufacturing along with manufacturing location of required item on the letter head of the manufacturing firm. Please note, BHEL at its discretion, may choose to verify the actual percentage of local content on the stated manufacturing location.
- v. Sample of the quoted item as per specifications at Annexure-A shall be submitted. For compliance to BHEL required features / properties (of item) as per Annexure-A, the bidder is to submit duly filled, signed & stamped copy of Annexure-A. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc. may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid. Non submission of sample is liable for rejection on techno-commercial grounds.

<u>Note</u>: The sample shall be properly packed along with details of items offered properly affixed on the packing box. Brochure/User Manual of the product mentioning the Technical specifications, warranty card, etc. shall be supplied within/on the packing box. Packing of sample shall be same as it will be supplied if the bidder gets selected and order is awarded to him/her.

मीनः ठाकरान / MEENA THAKRAN प्रबंधक / Manager प्रबंधक / Manager मंग्री हे त्या का प्रवंधक / Manager मंग्री हे त्या का प्रवंधक / Manager मंग्री हे त्या है त्या है प्रवंध का लिग्रिट / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली- 110049 / New Delhi-110049



Annexure- E

PRICE BID

Item Description (with additional item, if any): \_

Item Make & Model:

В	<b>D</b>	w 200 2 10	No.
Grand Total Amount	Luggage/Suitcase (Moulded) as per specification given in Annexure A	2	Description
	4983	W	Qty. in Numbers
		4	Unit Rate in Figures (Rs.) INCLUDING GST @ 18 %
		5	Unit Rate in Words (Rs.) INCLUDING GST @ 18 %
	18 %	6	Applicable GST in Percentage in figures (%)
	Eighteen percent	7	Applicable GST in percentage in Words
To be calculated by BHEL	To be calculated by BHEL	8 = {(col. 4 or 5) * (col. 3)	Amount including GST (Ref. footnote 3 below)

Note:

- 1. Evaluation Criteria: The successful bidder shall be decided on the basis of lowest quote received on B-8.
- 2. The bidder is advised to quote the price in above format only. The unit rate quoted here shall be inclusive of all possible shall build all cost into the unit price to avoid any further repercussion. parameters i.e. packaging, cartage, including GST @ 18%, which is being quoted along with the price. Therefore, the bidder
- It is important to re-iterate that the amount for souvenir has been freezed/limited to max. ₹2,000/- (all inclusive along with ₹2,000 (all inclusive along with GST) for each souvenir. GST). This implies that the bidder shall under no circumstances quote such unit price that results in price of more than
- 4. Qty Tolerance: Qty Tolerance of ± 30% shall be applicable

प्रेट्ट भाग्निक / MEENA THAKRAN प्रेट्ट भाग्निक जाई प्सएमजी. / Corporate Admin. & ISMG प्रेट्ट भाग्निक करना निभीतेत्र / Bharat Heavy Electricals Limited

बी.ऐच.ई.एल हाउस. सीरी फोर्ट / BHEL House, Siri Fort

नर्र हिस्सी दी Contract for Annual Souvenir-2025

Signature of bidder Name, address and contact details of the bidder



Annexure-"F"

# No Deviation Certificate (To submit in Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of (Give reference to Clause Nos. of Terms & Co			- C-T-0
1.	9		
2.			
3.			
4.			
5.			
•			
Note:			
Deviations may or may not be accepted by BI	HEL.		
"I hereby cert	ify that except the o	deviations m	entioned
above, we do not have any other deviations	to the tender no. AA	: GAX: 24: F	R: 1001
dated 11-10-2024. Deviations if any, me	entioned elsewhere	in our bid	(whether
Techno-commercial bid of Price bid) may be	treated as null and vo	id by BHEL.	

Signature
With name, Designation & seal of the firm

प्रकारान / MEENA THAKRAN प्रवंधक / Manager काएबेट प्रशासन एवं आई एस.एमजी. / Corporate Admin. & ISMG भारत हेवी इलेक्ट्रिकला तिफिटेड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली- 110049 / New Delhi-110049



Annexure-"G"

## Details of the bidder

SI. No.	Description	Details (to be filled by bidder)
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile No. of Contact Person	
5	Land Line No., if any	
6	FAX No., if any	
7	E-mail ID of the bidder	
8	PAN No.	
9	GST No.	

Signature
With Name, Designation & seal of the firm

जिंकरान / MEENA THAKRAN
प्रबंधक / Manager
कॉर्पोर्ट क्रीसन\एवं आई एस एमजी. / Corporate Admin. & ISMG
भारत हेवी इतेविद्रकल्ल तिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली- 110049 / New Delhi-110049



Annexure-"H"

### **DECLARATION**

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court.

Signature With name, Designation & seal of the firm

प्रविच्छी - 110049 / New Delhi-110049



Annexure "I"

## Locations & Details for Delivery

SI. No	City/State	Reqt
1	Barh, Pandarak, Bihar-803213	52
2	BHEL FSIP, Industrial Area Jagdishpur, Amethi-227817	362
3	BHILAI-490021 (Chattisgarh)	61
4	Bhusawal, Jalgaon, Maharashtra 425201	48
5	Bongai, Assam	14
6	Chandigarh	24
7	Chennai	328
8	HERP, Varanasi, Tarna, Shivpur, Varanasi-221003, Uttar Pradesh	266
9	Hyderabad	19
10	Jamshedpur	39
11	Kahalgaon, Bihar pin code-813203	41
12	BHEL Bhawan, Plot No DJ - 9/1, Sector II, Salt Lake City, Kolkata	274
13	Kudankulam, Pincode-627106, Tamil Nadu,	49
14	Lara STPP NTPC, Raigarh, Chhattisgarh	54
15	Lodhi Road, New Delhi-110003	200
16	Mumbai-400005	54
17	North Karanpura, Jharkhand-825415	94
18	Nabinagar NPGCL, Aurangabad (Bihar)-824301	64
19	Nagpur-440001, Maharashtra	138
20	NCTPS STG III, Athipattu Pudunagar, Chennai, Tamil Nadu- 600120	97
21	Sirifort, New Delhi-110049	606
22	BHEL Sadan, Sec-16A Noida -201301	1106
23	Singrauli, P.O. Shaktinagar-231 222, Dist. Sonebhadra, Uttar Pradesh	31
24	Panki, Kanpur-208020	79
25	Patratu (JH)-829118	119
26	Ramagundam-505206 (Telangana)	71
27	Varanasi	25
28	Rudrapur, Uttrakhand-263153	130
29	Sagardighi, Murshidabad-742226, WB	71
30	Talcher (Orissa)-759100	68
31	THDC, Khurja, UP-203131	41
32	UdangudiTANGEDC, Tamilnadu- 628203	105
CRAN	Vadodara (GJ)-390001	52

Vadodara (GJ)-390001 52

कॉपॉस्ट प्रशासन एवं आईएसएम् **Rate**p **Constract। ५०१**भारत हेवी इतेनिद्रकला लिमिटेड / Bharat Heavy Electricals Limited वी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort

नर्इ दिल्ली- 110049 / New Delhi-110049



34	Vizag, Andhra Pradesh - 530011	29
35	Yadadri, Telangana-508115	172
36	Grand Total	4983

Note: The qty tolerance of  $\pm$  30% at above indicated location shall be applicable. The successful bidder shall deliver the items at all the delivery locations. No additional cost shall be paid by BHEL in this regard.

Signature With Name, Designation & seal of the firm

प्रविच्यान / MEENA THAKRAN प्रवेधक / Manager / Manager

भूत हेवीइलेक्ट्रिकला लिमेटेड / Bharat Heavy Electricals Limited बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort नई दिल्ली-110049 / New Delhi-110049



Annexure-"J"

**Un-Price Bid Format** 

Item Make & Model:	Item Description (with additional item, if any):
٠	

В	A (Ma	1	No.	(חסוו ר לחר
	Luggage/Suitcase (Moulded) as per specification given in Annexure A	2	Description	te price liere. The
	4983	ω	Qty. in Numbers	piddel slidti
		4	Unit Rate in Figures (Rs.) INCLUDING GST @ 18 %	ל וויפוורוסוו ל וויונ
		J	Unit Rate in Words (Rs.) INCLUDING GST @ 18 %	לחחור למחרב חורב וובי חומבו צומני וובורוחוי לבי וויובאליברואב בחמווווז אוובובאבו לחרבז מוב למחרבת להווומר לביוו
Grand Total Amount	18 %	6	Applicable GST in Percentage in figures (%)	i prices are quote
	Eighteen percent	7	Applicable GST in percentage in Words	and by chelling price by
To be calculated by BHEL	To be calculated by BHEL	8 = {(col. 4 or 5) * (col. 3)	Amount including GST	ום וטווומנ)

Signature With Name, Designation & seal of the firm

whether the bidder has quoted the price in respective field. Hence, the bidder shall indicate "Q" wherever, the bidder quotes price. Please note: Un-Price Bid is a part of techno-commercial evaluation where in buyer gets to know during techno-commercial evaluation

प्रवेदाकरान / MEENA THAKRAN प्रवेदाक / Manager Manager / Manager