



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

No.:AA:GAX:CP:12:102

Date: 06.03.13

Due date: March 21, 2013

Subject: Annual Rate Contract for printing & supply of visiting cards

Dear Sir(s),

BHEL invites bidders for entering into an annual rate contract for printing & supply of visiting cards. Quotations are invited in two part bids in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the subject tender subject to acceptance of the tender Terms and Conditions.

The quotations should reach in the office of the undersigned by 14:30 Hrs on or before the due date. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. Any 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 of India (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the mentioned websites regularly. Any clarification, if required, should be sought from the undersigned. The tender documents consist of the following:

S.No	Description/Instructions
1.	<ul style="list-style-type: none">a) Supply of subject cited requirement of item as per specifications mentioned in the price format.b) Rates must be submitted in the enclosed price format only, which shall remain valid/firm for a period of one year. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.c) Terms & Conditions (Annexure-"A").d) General Terms and Conditions (Annexure-"B")e) No Deviation Certificate (Annexure-"C")f) Declaration (Annexure-"D")g) Check List (Annexure-"E")h) Details of Business (Annexure-"F")i) Price Bid Format (Annexure-"G")
2.	<p><u>IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH</u></p> <ul style="list-style-type: none">1. The offer shall be considered if submitted as per our specifications/sample otherwise no considerations will be given if it is not as per our requirement.2. Vendors must go through all these Annexures carefully before submitting the bid.3. The prices must be quoted in the enclosed Price Format only.4. Delivery of goods shall be made at BHEL House, Sirifort, New Delhi5. Payment shall be made within 20 days against acceptance of the material.6. Please note that no deviations shall be acceptable to us. Hence your offer should be submitted only if the enclosed terms and conditions are acceptable to you.

BHEL HOUSE, Siri Fort, New Delhi – 110 049

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Quotations Part-I and Part-II shall be submitted in separate sealed envelopes and the same can be put together in one sealed envelope. Part-I offers of the parties shall be opened on the **due date of opening i.e. 21st March, 2013 at 15:30 hrs** in the presence of authorized representatives of the parties who may like to be present. **Bidders are required to bring sample (specification given in Annexure – G) along with them. Only those bidders will be qualified for Part-II bid opening whose sample cards will be accepted satisfactorily and who have also submitted the complete, signed and stamped tender documents and Annexures as required and the decision of BHEL regarding the same shall be final and binding.** Please mention enquiry No., date, Supplier's No. and Quotation due date in all future correspondences. Due date of opening of Part-II offers shall be informed separately. This notice for inviting the bids shall also form a part of the tender documents.

Thanking you,

(Manish Bhaskar)
Executive (HR-GAX)

II floor, C wing

Corporate Office, BHEL House, Siri Fort, New Delhi – 110049. Phone No: 011-66337438



Terms & Conditions

1. The material shall be supplied strictly in accordance with the specifications / sample mentioned in the Price Bid format.
2. The bidders are required to submit their rates in the "Price Format" (enclosed) by superscribing the tender No. and due date on the envelope. **Rates shall be quoted both in words and figures.** In case of any discrepancy in the values, the higher value shall be considered for evaluation & lower value for ordering. **The offer shall remain valid for a period of 90 days from the date of opening of Part-I bids or 60 days from the date of opening of Part-II bids whichever is later.**
3. Tenders shall be received upto 14:30 Hrs and Part-I bids will be opened at 15:30 Hrs on the same day i.e. due date in the presence of bidders or their authorized representatives whom so ever may like to be present.
4. Delayed tenders are liable to be rejected.
5. The Bidder should have a valid PAN card.
6. The visiting cards as mentioned in the tender shall be supplied as and when required as per our requirement.
7. Material supplied if found of inferior quality, will be rejected by us and the same will be replaced free of cost. No payment shall be made against rejected / defective supply.
8. Best efforts shall be made to release 100% payment within 20 days time against 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.
9. The basic rate of the cards shall remain firm for the above contract period of one year. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.
10. **Evaluation criteria** – Annual Rate Contract shall be placed on single party who shall quote the L-1 rate. **The L1 would be based on "TOTAL AMOUNT" mentioned in the Price Bid**
11. The decision of BHEL in evaluation of bids and/or award of contract shall be final. BHEL may accept / reject any offer without assigning any reason.
12. Bidders must have their establishment / works in NCR Delhi.



13. **CONTRACT PERIOD**

The contract shall be awarded for a period of one year initially. It may be extended further for another one year with mutual consent in writing, on the same rates, terms and conditions. BHEL, however, reserves the right to terminate the contract at any time in between by giving one month notice in advance without assigning any reason.

14. **PAYMENT TERMS:**

- (i) Payment will be made on monthly basis through NEFT after submission of bill subjected to satisfactory performance of work. TDS (as applicable) shall be deducted at the applicable rate. No advance payment shall be made by BHEL.
- (ii) Penalty will be levied for poor quality of material supplied as per the penalty clause.

15. **Penalty Clause**

No payment shall be made against rejected / defective supply. In addition to this, BHEL reserves the right to levy a penalty subject to a maximum of 10% of the cost of the inferior / defective quality of material supplied.

16. The bidder should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.

17. **No deviation certificate** has to be submitted along with the tender.

18. The required cards shall be supplied within 5 days time of placement of order. In case of supply is delayed beyond the agreed period; BHEL reserves the right to levy LD @ ½% per day of delay subject to maximum of 10% of ordered value.

19. **PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids shall be submitted latest by 14:30 Hrs on or before the due date, in two parts as given below, to Sh. Manish Bhaskar (Executive), Corporate Administration, BHEL House, Siri Fort, New Delhi-110049

PART-I: TECHNO-COMMERCIAL BID

This part shall contain the following documents duly signed and stamped:

- a) No deviation certificate as per **Annexure – C**
- b) Declaration as per **Annexure-D**
- c) **The complete tender enquiry** duly signed and stamped on each page.
- d) Copy of PAN Card
- e) Check list (**Annexure-E**)
- f) Details of business (**Annexure-F**)



PART-II: PRICE BID

Part-II shall contain Prices only as per Annexure – G and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with correct Tender Enquiry No., due date of opening and 'Part-II: PRICE BID'. Rates shall be quoted both in words and figures. In case of any discrepancy in the values, the higher value shall be considered for evaluation & lower value for ordering

20. The offers of the bidders who are on the banned list as 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



General Terms & Conditions

1. ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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

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

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

2. LAWS GOVERNING THE CONTRACT

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

3. JURISDICTION OF COURT

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

4. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor



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being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

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



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Annexure-C

NO DEVIATION CERTIFICATE

This is to certify that our bid no. _____ dated _____
against your NIT no. _____ dated _____ for printing & supply
of visiting cards in BHEL offices has no deviation.

Date:

Authorized signatory

(With sign. & stamp)

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Annexure-D

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court. Also we have read and understood all the terms and conditions of this tender enquiry.

Date:

Authorized signatory
(With seal)



CHECK LIST

Sl.No	Documents attached	Yes/No
1	Price format (Annexure – G)	
2	No Deviation certificate (Annexure – C)	
3	Declaration (Annexure – D)	
4	Signed & stamped complete tender enquiry(including first two pages)	
5	Pan card copy	
6	Details of business (Annexure-F)	
7	Checklist (Annexure-E)	



Annexure- F

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	Registered Office, if any :	
4.0	Location of office :	
5.0	Telephone No. (Office) (Res) (Mobile) (Fax) (email Address) (Website Address-if any)	
6.0	Name of proprietor / partner	
7.0	Name of Bankers	
8.0	Date / year of commencement of Business	



Annexure- G

PRICE FORMAT

S. No.	Specification	Qty.	Unit Rate (Rs.) (per 100pc)	Total Amt. (Qty. x unit Rate)
1	<p>Printing : Screen Printing Paper : 300 gsm Recycled art card as per the given colour Size : 55 x 88 mm Fonts/Point Size : i)English : Name: Humnst 777 BT 10 point Bold Italic Black Designation: Humnst 777 BT 8 point Bold Italic Black Bharat Heavy.....: Humnst 777 BT 8 point Bold BHEL Blue Address: Humnst 777 BT 7 point Black A global engineering enterprise....: Humnst 777 BT 7 point Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue</p> <p>ii) Hindi : Name: Kruti Dev 013, 12 pt. Black Designation: Kruti Dev 012, 9 pt. Black Bharat Heavy.....: Kruti Dev 011, 10 pt. Blue Address: Kruti Dev 010, 8 pt. Black A global engineering enterprise... (in Hindi): Kruti Dev 010, 8 pt. Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue</p>	800 boxes (1 box=100 pieces)		

NOTE: The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates.

The rates are inclusive of all taxes and charges applicable.

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