



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA:GAX:PR:13:101

Dated : June 13, 2013

Sub: Invitation of Quotation for Annual Rate Contract for supply of Mementoes

Bharat Heavy Electricals Ltd. (BHEL), a Maharatna Company would procure about 2363 mementoes during the contract period of one year as per specifications enclosed at **Annexure-A** which shall be supplied in lots on quarterly basis. We are pleased to invite your rates in 2 part bid in sealed cover for the supply of the mementoes on annual rate contract basis for a period of one year as per the terms and conditions mentioned / attached herewith.

Please submit your quotation for the above requirement in **2 part bid** which should reach us on or before the due date i.e. **05.07.2013 by 2.00 PM**. The Techno-Commercial bid shall be opened on the same day at 3.00 PM 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. BHEL, however, reserves the right to opt for reverse auction (online bidding) for determining the lowest bidder which in such case would be communicated at the appropriate time after scrutiny of techno-commercial bids.

The vendors are advised to inspect the sample available with the undersigned, before submitting their offers. The following documents are enclosed alongwith this tender.

SN	Description / instructions
1.	<ul style="list-style-type: none">a) Technical Specifications (Annexure-"A")b) General Terms & Conditions / Specifications (Annexure-"B").c) Special Terms & Conditions (Annexure-"C").d) Pre-qualifying requirements (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) Checklist (Technical Bid) (Annexure-"I").
2.	<p>IMPORTANT INSTRUCTIONS:</p> <ul style="list-style-type: none">1. Vendors must go through all these Annexure before submitting the bid.2. The prices must be quoted in the enclosed Price Format only.3. Price Bids will be opened of the technically & commercially acceptable bidders.

Thanking you,

Yours faithfully,
For & on behalf of BHEL

(Manish Bhaskar)
Executive (HR-GAX)



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Annexure-"A"

Technical Specifications

1. The brass plate shall be of oval size (with larger dimension ~7" and smaller dimension ~5") with floral design on the rim weighing 150 gm \pm 5% (as per sample).
2. A multi-color chemical etching has to be carried out on the brass plate with a specific design approved by BHEL.
3. The finished brass plate is to be gold plated with 24 carat gold.
4. The vendor has to submit a certificate from a Govt. approved Valuer certifying the gold plating.
5. Gold colored Laser Light Sheet (Micro-surfaced pre-adhesive plastic of 2 ply, 0.004" i.e. 0.10 mm thickness with Gloss metal finish) with printing matter in black color using Laser engraved technique has to be pasted on each memento. The size of the strip will be 120 x 30 mm.
6. The brass plate is to be supported on Wooden Base made from steam beach with black spray painted/high gloss rosewood finish.
7. The entire memento has to be housed in a 3 mm thick Imported Transparent Acrylic sheet of size 195 x 60 x 190 mm (l x w x h). The corners of the box are to be pasted with Golden border tape of approx. 1 mm thickness.
8. The finished memento has to be packed in a corrugated cardboard box (3 ply) with proper packing material (thermo coal corners made in 20 density) to prevent any breakage etc. during dispatch and transportation.

Note: The sample memento is available with BHEL Corporate Office (Administration Department, 2nd Floor), BHEL House, Asian games Village, Siri Fort for inspection. The vendors may inspect / see the sample memento before submitting their offer.

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Annexure-"B"

General Terms & Conditions:

1. The material shall be supplied strictly in accordance with the **technical specifications** enclosed at **Annexure-A**. The purchase orders shall be placed by our units located all over India.
2. The bidders are required to submit two envelopes. First envelope shall contain **Techno-Commercial** bid containing all annexure except Price Bid (Part-II). The second envelope shall contain Price Bid only. Each envelope shall be super-scribed as Techno Commercial (Part-I) Bid and Price Bid (Part-II) respectively. The above two envelopes then shall be put in 3rd envelope by super-scribing the tender No. and due date.
3. Tenders shall be received upto 2.00 PM and techno commercial (Part-I) bids will be opened at 3.00 PM on the same day i.e. **05.07.2013** 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. **Deviations**, if any, shall be listed out separately as per **Annexure "F"** which may or may not be accepted by BHEL.
6. **Validity of Rates:** Rates shall remain valid for the entire contract period of one year or till the extended period of contract which may be extended with the mutual consent. The courier charges shall be included in the quoted price irrespective of the destination. **No cartage / transportation charges shall be paid by us separately.**
7. The quantity mentioned in the tender is tentative which may marginally increase or decrease as per our requirement.
8. The successful bidder shall supply the mementoes as per technical specifications. The supplier shall be required to furnish a certificate of authenticity of the Gold Plating from the certified Government valuer. Item, 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.
9. The rates after agreement shall remain firm for the entire contract period including extended period and no request will be entertained for any increase of rates what so ever may be the reason. However, the VAT / Taxes etc. shall be applicable as per the Government Notifications from time to time.
10. **Payment Terms:** 100% payment will be made within 30 days time against satisfactory supply of items and submission of bill by respective unit placing the order.
11. **Delivery Period & Liquidated Damages:** 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 day of delay subject to maximum of 10% of ordered value.
12. 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.
13. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

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Special 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:

(a) The part-I (Technical bid) will be opened first to ascertain PQR and submission of other documents required as per tender requirements. Subject to submission of the required documents and fulfilling PQR Criteria stipulated in the tender, the bidders shall become techno-commercially Qualified for opening of their Price Bids.

(b) The Price Bids of only technically qualified bidders will be opened.

(3) EVALUATION:

Bidder shall quote their prices in the prescribed format i.e. Price Bid (Annexure-E) enclosed for items given therein. Evaluation shall be done **on the basis of total cost of memento inclusive of all taxes quoted by bidder**. In the event of one or more Bidders quoting identical L-1 price, such bidders would be asked to submit their revised bids in the sealed cover. This process will continue till the L-1 rate is arrived and Rate Contract shall be awarded on the L-1 bidder (all inclusive). BHEL, also reserves the right to opt for reverse auction (online bidding) for determining the lowest bidder which in such case would be communicated at the appropriate time after scrutiny of techno-commercial bids.

(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. **In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order** and no objection would be entertained by BHEL in this regard. Similarly, **if there is an error in calculation, the calculation shall be corrected by BHEL**. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.

(5) ARBITRATION:

(a) In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).

(b) Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceedings under this



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clause. The venue of arbitration shall be at New Delhi.

- (c) 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.

- (d) Notwithstanding any disputes between the parties, the agency shall not entitled to withhold, delay or defer his obligation, under the contract, and same shall be carried out strictly in accordance with the terms and conditions of the contract.

(6) JURISDICTION:

The law applicable to this contract shall be the laws in force in India. The courts in Delhi shall have exclusive jurisdiction in all matters arising under and on account of this contract.

(7) RISK & COST:

If the agency does not work in full or part thereof at the stipulated time, the same will be got done by BHEL at the risk & cost of the agency.

(7) Default / Breach of Contract, Insolvency and Risk Purchase

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 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



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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 / services not so delivered or others of a similar description where stores / services 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.

Cost of the purchases made by the Purchaser 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 "D"

(1) PRE QUALIFYING CRITERIA:

- a) The bidder should have the experience of Similar order executed to PSUs / Govt. including Defence Services / Sports Authority of India etc. At least one order executed during the last 03 years. (Proof to be attached)
- b) Self-certified copy of PAN card.
- c) Average turnover of over Rs. 8.00 Lakh Per Annum for 3 financial Years (2009-10, 2010-11 & 2011-12). Copy of balance Sheet / Profit & Loss Account or Certified from CA to be attached with Part-I bid.
- d) Duly signed and stamped complete set of tender documents alongwith technical bid and required annexures / documents.

Note: The Work Orders / contract agreement / certificate from client / details of the POs with Value, etc., to be submitted by the bidders along with Part-I bid.

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Annexure-"E"

Part-II Bid (Price Format)

SN	Item Description	Quantity	Rate per unit	Taxes (if any)	Total Cost per piece all inclusive
1	Oval shaped brass Plate, Brass Strip, 24 Carat Gold Plating of Brass Plate, Acrylic base with acrylic cover, packed in a corrugated cardboard box Note : Broad Specifications shall be as per Annexure-C	Approx. 2363 Nos in a year			

All inclusive total cost of per piece in words -

Rupees

Signature

With Name, Designation & seal of the firm

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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 the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature
With name, Designation & seal of the firm

Handwritten signature



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Annexure-"G"

Details of the bidder

Sl. 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.	

Signature

With Name, Designation & seal of the firm

Manish



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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



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Annexure-"I"

Check list

Sl. No.	Required Document	If Submitted then Tick (v)
1	Duly signed and stamped complete set of tender documents along with technical bid	
2	Annual Turn-over of 3 years (Minimum Rs. 8.00 Lac per annum) Proof to be attached for Financial years 2009-10, 2010-11 and 2011-12	
3	Similar order executed to PSUs / Govt. including Defence Services / Sports Authority of India (Proof to be attached)	
4	NO DEVIATION certificate as per Annexure-"F" duly signed and stamped	
5	Declaration Certificate as per Annexure - "H"	
6	Duly filled and signed Annexure-"G" regarding Bidder's Details	
7	Quoted PRICE BID Annexure -E (Part-II) duly signed and stamped along with tender enquiry	

Signature

With Name, Designation & seal of the firm

9/Janik