



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA: GAX:23: PR: 3109

Date: 23-10-2023

Sub: Notice Inviting Tender for Rate Contract of New Year Souvenir for 2024

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. **02-11-2023 by 15:00 Hrs**. The Techno-Commercial bid shall be opened on the same day at 15:30 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 of India (<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.

SN	Description / instructions
1.	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")
2.	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

Prepared By:


Vikrant Kumar
Manager (HR-GAX)
Mob: 9759669400
vikrantk@bhel.in

Approved By:


Habibul Rehman
DGM (HR-GAX)
Mob: 9560144884
habib@bhel.in



Technical Specifications of the Souvenir

Make & Model offered by bidder: _____

Stainless Steel Dinner Set						
S. No.	Dinner Set Item Name	Weight (grams)	Thickness (mm)	Size (cm)	Quantity (Nos.)	Capacity (ml)
1	Full Size Plate	Min. 340	Min. 0.6	Min. 27.5 (Dia)	Min. 06	--
Compliance						
2	Shallow/ Halwa Plate	Min. 85	Min. 0.6	Min.12 (Dia)	Min. 06	--
Compliance						
3	Katori	Min. 75	Min. 0.7	Min. 8.5 (top edge Dia.)	Min. 06	--
Compliance						
4	Glass	Min. 120	Min. 0.6	Min 7 (top edge Dia)	Min. 06	Min. 350
Compliance						
5	Spoon	Min. 28	Min. 1.6	Min. 15.50 (length)	Min. 12	--
Compliance						
6	Serving Spoon	Min. 70	Min. 1.5	Min. 24 (length)	Min. 02	--
Compliance						
7	Serving Bowl with lid/cover	Min. 270	Min 0.4	Min. 17 (top edge outer Dia.)	Min. 02	Min. 1400
Compliance						
8	Material- High Quality Stainless Steel (food grade)					
Compliance						
9	Easy to clean, Rust free and Mirror finish (inside & outside)					
Compliance						
10	Dishwasher Safe					
Compliance						
11	Longer durability					
Compliance						
12	Minimum Warranty 05 years					
Compliance						

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. It important to note that the bidder has to quote for all of the above items. 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 dimension/weight/qty/capacity.

Signature

With name, Designation & seal of the firm



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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 **02-11-2023** and techno commercial (Part-I) bids shall be opened at 15:30 Hrs of **02-11-2023** i.e. on the same day in the presence of bidders or their authorized representatives whom so ever may like to be present.
3. Procedure of bid submission: Bids shall be submitted latest by 15:00 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 02-11-2023-. **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.





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 intends to buy a total of 5023 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 3516 no's & 6530 no's.

13. **Agreement tenure & Contract Period:** This contract shall commence on the date of awarding of contract and shall remain in force for a period of **03 months**. However, this





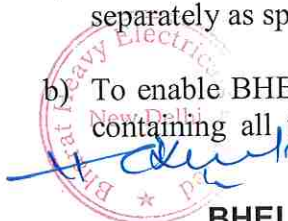
भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

contract/agreement shall be liable to be terminated earlier by BHEL at any time by giving minimum 30 days' notice period to the contractor without assigning any reason therefore and without prejudice to the rights of the BHEL to recover any amount becoming due under this agreement.

14. **Delivery Period & Liquidated Damages:** 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. **Validity of offer:** 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 techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.
17. **PAYMENT TERMS:**
- a) GST Compliant Invoice complete in all respect along with all the requisite documents submitted by the vendor will be paid within 30 days of its receipt and final acceptance of BHEL. 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) The Contractor will have to intimate the NEFT details to enable BHEL to credit the payments into the account.
 - d) 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.
 - e) **Procedure for Submission of Bills by Contractor:** The Contractor shall raise the bill, in triplicate, along with all the necessary documents. The Contractor shall submit the 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





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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.
- 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.
- l) 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



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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 antiprofitteering 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 pursuance of any demand from tax authorities, on account of Service provider's suppression 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. **Warranty:** Warranty of all items should be 5 year or as provided by manufacturer, whichever is higher.

20. **Sample:** The bidder shall submit one or more than one sample marking them as A / B / C etc. and separate sealed cover for each of such alternatives the quoted item meeting 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



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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 and there shall be no provision to quote for different items. Hence, this implies that the bidder shall agree to supply any of the "sample item" at their quoted rates as BHEL is free to choose any of the item offered.

For compliance to BHEL required features / properties (of item) as per Annexure-F, the bidder is to submit duly filled, signed & stamped copy of Annexure-F. 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. Service Centre: The bidder shall provide list of service centre of the OEM across the country.





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 currency for this tender shall be ₹. i.e. INR

(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) 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), Order 2017 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.

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.
- 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 paying 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 www.bhel.com.

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

COMMITMENT BY BHEL: 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 Penal Code, 1860 or any other law in force in India.

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) MSE, Start-UP & MII.

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.

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).**
 - (ii) In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).**
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."





(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 '22 should be at least ₹ 30,13,800.00. 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 'Kitchen Utensil'. The bidder must have successfully executed single order with minimum order value of ₹ 7,12,000.00 for supplying similar items in the category of Kitchen Utensil 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. Make in India Compliance: The bidder shall submit documentary evidence to qualify against make in India Guideline of Govt of India.
- v. The bidder should be the manufacturer of the offered product.
- vi. 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 2019-20, 2020-21 & 2021-22. Alternatively, a CA certificate certifying the total turnover of the bidder for indicated period above i.e. FY 2019-20, 2020-21 & 2021-22 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 ₹ 7,12,000.00 for supplying similar items in the category of Kitchen Utensil device 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.
- 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. A self-declaration of OEM shall be submitted by the bidder.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

- vi. 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.

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.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure- E

PRICE BID

Item Description (with additional item, if any): _____

Item Make & Model: _____

S. No.	Description	Qty. in Numbers	Unit Rate in Figures (Rs.)	Unit Rate in Words (Rs.)	Applicable GST in Percentage in figures (%)	Applicable GST in percentage in Words	Amount including GST (Ref. footnote 3 below)
1	2	3	4	5	6	7	8
A	Dinner Set as per specification given in Annexure A	5023					To be calculated by BHEL
B	Grand Total Amount						To be calculated by BHEL

Note:

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



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



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 :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. **AA: GAX: 23: PR: 3109 dated 23-10-2023**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.



Signature
With name, Designation & seal of the firm



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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.	
9	GST No.	



Signature
With Name, Designation & seal of the firm



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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





Locations & Details for Delivery

City wise distribution		
Sl. No	City	Reqt
1	RAMAGUNDAM-505206 (Talangana)	97
2	TALCHER (ANGUL)- 759101 (Odisha)	37
3	MUMBAI - 400005	62
4	BARODA-390021 (Gujarat)	43
5	Hyderabad- 500042	247
6	Gurgaon, Haryana- 122003	33
7	Siri Fort, New Delhi-110049	722
8	Chennai – 600100	314
9	Kanyakumari, Tamil Nadu 629401	67
10	TUTICORIN DT(T.N) - 628203	72
11	NALGONDA DT - 508355 (TELANGANA)	205
12	CHENNAI - 600120	106
13	New Delhi - 110003	241
14	SEC-16A, NOIDA-201301	1310
15	BHILAI-490021 (Chattisgarh)	58
16	RUDRAPUR, UTTARAKHAND-263153	137
17	NAGPUR - 440001 (Maharashtra)	219
18	PATRATU- 829119 (RANCHI)	102
19	Salt Lake City, Sector – III, Kolkata - 700091	388
20	Dist.- Aurangabad, Bihar, PIN: 824303	60
21	District - Begusarai, Pin-851116	73
22	Dist - Murshidabad, West Bengal-742237	50
23	DIST - CHATRA, JHARKHAND-825321	96
24	Vikasnagar, Hyderabad, 500042	14
25	Shivpur, Varanasi-221003 (U.P.).	270
26	Grand Total	5023

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





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Un-Price Bid Format

Annexure-"J"

Item Description (with additional item, if any): _____

Item Make & Model: _____

(Don't quote price here. The bidder shall mention "Q" in respective columns wherever prices are quoted by them in price-bid format)

S. No.	Description	Qty. in Numbers	Unit Rate in Figures (Rs.)	Unit Rate in Words (Rs.)	Applicable GST in Percentage in figures (%)	Applicable GST in percentage in Words	Amount including GST
1	2	3	4	5	6	7	8
A	Dinner Set as per specification given in Annexure A	5023					To be calculated by BHEL
B	Grand Total Amount						To be calculated by BHEL

Signature
With Name, Designation & seal of the firm

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