

Corporate Office, BHEL House, Siri Fort, Asiad, New Delhi-110049 Tele No. 011- 66337438 (Phone), 011-66337428 (Fax)

No. AA: GAX: 21: PR: 3113

Date: 18-11-2021

Submission of tender on 29-11-2021 by 15:00 Hrs. Due date for opening on 29-11-2021 at 15:30 Hrs.

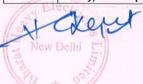
Subject: Rate Contract for printing & supply of rubber stamps

Dear Sir(s),

BHEL invites bidders for entering into 2 years' rate contract for printing & supply of rubber stamps. 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 offer is to be submitted in two-part bid in sealed covers. The quotation should reach to the undersigned at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 15:00 Hrs. on or before the due date (29-11-2021). 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 (<a href="https://www.bhel.com">www.bhel.com</a>) & e-procurement portal of government of India (<a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a>). 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
	a)	Supply of subject cited requirement of item as per specifications mentioned in the price format.
1.	b)	Rates must be submitted in the enclosed price format only and rates mentioned in any other area within the tender document shall not be considered. The rates shall remain valid/firm for a period of two years. The same may however be extended further for a period of 3 months 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)	Specification (Annexure-"C")
	f)	Deviation/ No deviation certificate (Annexure-"D")
	g)	Declaration (Annexure-"E")
	h)	Details of Business (Annexure-"F")
	i)	Price Bid Format (Annexure-"G")
	j)	Un-price Bid (Annexure- "H")



2.

### IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH:

- 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 the Annexure carefully before submitting the bid.
- 3. Vendors are advised to check the samples of different types of rubber stamps physically (if felt necessary) before quoting their rates as no change in rates shall be entertained during the course of the contract period once the tender is finalized. The samples are available with the undersigned. The stamps which are as per standards of BHEL shall be acceptable only.
- 4. The prices must be quoted in the enclosed Price Format only.
- 5. Delivery of goods shall be made at BHEL House, Siri Fort, New Delhi.
- 6. Payment shall be made within 30 days against acceptance of the material.
- 7. Bids with deviations are liable for rejection. Hence your offer should be submitted only if the enclosed terms and conditions are acceptable to you.

Quotations in 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. 29-11-2021 at 15:30 Hrs.** in the presence of authorized representatives of the parties who may like to be present. Please mention enquiry No., date, Supplier's No. and Quotation due date on the envelope for 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,

ikrant Kumar

Dy.Manager (HR-GAX& ISMG)

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### **Terms & Conditions**

- 1. The material shall be supplied strictly in accordance with the specifications / sample mentioned in the price format.
- 2. The bidders are required to submit their rates in the "Price Format" (enclosed) by super scribing the tender No. and due date on the envelope. The envelope containing price bid along with other tender documents should be sealed in a large envelope. The price bid, if not sealed in a separate envelope shall lead to cancellation of the 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. The offer shall remain valid for a period of 90 days from the date of opening of Part-1 bids.
- 3. Tenders shall be received upto 15.00 Hrs of 29-11-2021 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 whomsoever may like to be present.
- 4. Delayed tenders are liable to be rejected.
- 5. The bidder should sign & stamp each page of the tender document as a token of acceptance of all terms & conditions of the tender.
- 6. Bidders must note that the total quantity mentioned in the Price Bid format shall not be printed in one go. However, the order shall be given to successful bidder based upon the requirement of BHEL during the contract period of 2 Years.
- 7. Bidder may check the sample available with tender issuing authority before quoting prices.
- 8. Material supplied if found of inferior quality shall be rejected by BHEL and the same has to be replaced free of cost. No payment shall be made against rejected / defective supply.
- 9. The quoted shall remain firm for the above contract period of two years. The same may however be extended further for a period of 3 months with mutual agreement, in writing, on the same Rates, Terms and Conditions.
- 10. <u>Evaluation criteria</u> Annual Rate Contract shall be placed on single party who shall quote overall L-1 rates, in total terms (BOQ mentioned in Price Bid Format is indicative only and the same shall be considered for bid evaluation purposes only). The overall L1 would be based on "Grand Total Amount" arrived in the Price Bid. <u>The bidder has to quote for all types of rubber stamps mentioned in the price bid format.</u>

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 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.

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

- 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 registered establishment in Delhi within **3 KM radius** from our office address located at BHEL House, Siri Fort, New Delhi-49.

### 13. CONTRACT PERIOD

The contract shall be awarded for a period of two years initially. It may be extended further for another 3 months 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. TAXES AND DUTIES

- a) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor along with the Purchase order.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the contractor 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.



- f) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g) 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) Code etc.
- h) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

### 15. PAYMENT TERMS

- i. The bills along with supporting vouchers shall be accepted on monthly basis and the payment, excluding GST & notional interest thereon, shall be made within 30 days from the date of submission of the bills, complete in all respects & conditions mentioned in Clause no. 14 above (Taxes & Duties).
- ii. Penalty will be levied for poor quality of material supplied as per the clause no. 16.
- iii. GST on LD (if any) shall be applicable.

No interest shall be payable for delay in making the payment. The bidder shall submit a copy of cancelled cheque.

### 16. PENALTY CLAUSE

- i. No payment shall be made against rejected / defective supply. The required stamps 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.
- ii. 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.
- iii. No deviation certificate has to be submitted along with the tender. Deviations, if any, shall be mentioned only on deviation letter (Annexure- D). However, deviations may or may not be accepted by BHEL.
- iv. Deviations, if any, may be enumerated in the format enclosed (Annexure D). BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure D "Deviation/No Deviation certificate" (whether Techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

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17. <u>Fraud Prevention Clause:</u> The bidders along with their 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.

### 18. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids should reach the tender box placed at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 15:00 Hrs. on or before the due date i.e. 29-11-2021.

### PART-I: TECHNO-COMMERCIAL BID

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

- a) The complete tender enquiry downloaded from BHEL site signed and stamped on each page by bidder.
- b) Deviation/ No deviation certificate as per **Annexure D.**
- c) Declaration as per Annexure-E.
- d) Copy of PAN Card.
- e) Details of business (Annexure-F).
- f) Unprice Bid (Annexure- "H")
- g) Copy of address proof (Electricity bill/Tel. Bill/Certificate of incorporation/ITR/any other similar proof issued by competent authority) in support of clause no. 12
- h) Copy of cancelled cheque.

### **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.* 

### Note:

"Bidder must note that the price to be filled-in strictly as per the Price Bid Format (Annexure-G). Failing to do so shall lead to rejection of Bid."

"Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is technocommercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected."



### 19. PRE QUALIFYING REQUIREMENTS (PQR) FOR BIDDERS:

- a. Past experience of executing at least 02 nos. similar works (i.e. supply of rubber stamps) in last 2 years, ending on 31.10.2021.
- b. The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.
- c. Bidder must have their registered establishment in Delhi within 3 KM radius from our office address located at BHEL House, Siri Fort, New Delhi-49.
- d. Acceptance of all tender terms & conditions.

Note: Verified MSE & Startup shall be exempted from experience criteria

### 20. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Documentary proof of executing 02 nos. similar works in last 2 years ending on 31.10.2021. For this, following documents are acceptable:
  - i. Award Letter / Purchase Order / Agreement for the work along with completion certificate of the same.
  - ii. Contact details of competent authority (mobile & email) for verification of documents
- b) Copy of valid PAN Card & GST Registration, duly signed and stamped by the bidder.
- c) All pages of tender documents, except Price Bids, duly signed & stamped on all pages.
- d) MSE / Start-up suppliers/bidders can avail the intended benefits, only if they submit valid MSE/Startup Certificate issued by competent authority.
- e) Copy of address proof (Electricity bill/Tel. Bill/Certificate of incorporation/ITR/any other similar proof issued by competent authority)
- f) Signed & stamped copy of Annexure D i.e. No Deviation Certificate indicating acceptance of all the terms & conditions of the tender.
- 21. 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 <a href="https://www.bhel.com">www.bhel.com</a>



### **General Terms & Conditions**

### 1. 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.
- b) 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.

c) 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.

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

- 2. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. 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.
- **3.** RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
  - 3.1 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
  - 3.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - 3.3 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.
  - 3.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
  - 3.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - 3.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.



### Risk and Cost against Balance Work:

Risk and Cost Amount=[(A-B) + (AxH/100)]

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

**B=** Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.

4. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed expost facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the



delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

5. <u>CONCILIATION:</u> If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.



### **Annexure C**

# **Specification of Rubber Stamps**

S. No.	Specification	Referred in Tender
1	Self-inking Stamps with Turbo/Citizen Mould, Foam Rubber inkpad and computerized nylon stamp base. Size 57 X 21 mm (10 lines, 6.5 pt)	Туре А
2	Presto or Equivalent Stamps (Spring System) Size 57 X 17 mm	Туре В
3	Presto or Equivalent Stamps (Spring System) Size 37 X 37 mm	Туре С
4	Dater Stamp (Standard make / specification)	Type D
5	Round Stamp small Size 33 X 11 mm (2 lines, 7.5 pt)	Туре Е
6	Wooden Rubber Stamps	Type F



# **DEVIATION/ NO DEVIATION CERTIFICATE**

1.	
2.	**
l,	hereby certify that except the deviations
	er deviations to the tender No: AA: GAX: 21: PR: 3113 nentioned elsewhere in our bid (whether Techno-
commercial bid or Price bid) may be treated	
Date:	
	Authorized signatory
	(With sign. & stamp)



### Annexure-E

### **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)



### **DETAILS OF BUSINESS**

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

1.	Name of the firm/Authorized Representative	
2.	Address for communication	
3.	Registered Office, if any :	
4.	Location of office :	
	Telephone No.: (Office)	
	(Res)	
	(Mobile)	
- 6	(Fax)	
	. (email Address)	
	(Website Address-if any)	
5.	Name of proprietor / partner	
6.	Name of Bankers	
7,	Date/year of commencement of Business	
8.	Copy of Cancelled Cheque	



# PRICE BID

S. No.	Description of Rubber Stamps	Qty. (for 02 years)	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
7	2	3	4	5	9	7	∞
⋖	Type A indicated in Annexure C	10 No's				,	To be calculated by BHEL
В	Type B indicated in Annexure C	550 No's					To be calculated by BHEL
J	Type C indicated in Annexure C	30 No's				- I	To be calculated by BHEL
Q	Type D indicated in Annexure C	40 No's					To be calculated by BHEL
П	Type E indicated in Annexure C	20 No's			1+	,	To be calculated by BHEL
ıμ	Type F indicated in Annexure C	5 No's			4		To be calculated by BHEL
ŋ						Grand Total Amount	To be calculated by BHEL

Evaluation Criteria: The successful bidder shall be decided on the basis of lowest amount arrived on G8 i.e. Grand Total Amount.

<u>Unit Rate</u>: The rates being quoted by bidder shall be all-inclusive but excluding taxes.



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

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UNPRICE BID

# Mention "Q" for each line item where bidder has quoted price in Price Bid

		100					
S. No.	Description of Rubber Stamps	Qty. (for 02 years)	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	2	9	7	00
4	Type A indicated in Annexure C	10 No's		4			To be calculated by BHEL
8	Type B indicated in Annexure C	550 No's					To be calculated by BHEL
U	Type Cindicated in Annexure C	30 No's					To be calculated by BHEL
Q	Type D indicated in Annexure C	40 No's		E .			To be calculated by BHEL
ш	Type E indicated in Annexure C	20 No's					To be calculated by BHEL
ш	Type Findicated in Annexure C	5 No's	3.				To be calculated by BHEL
9						Grand Total Amount	To be calculated by BHEL

Note: This Annexure shall be part of Techno-commercial bid. The bidder is requested to indicate "Q" (stands for Quoted) against all line item for which the bidder has quoted price in Price Bid i.e. Annexure G.



(Signature of bidder) Name, address and contact details of the bidder Page 17 of 17