



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

Tender No. AA: GAX: 21: PR: 3115

Dated: 04-02-2022

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

Bharat Heavy Electricals Ltd. (BHEL) would procure about 1751 mementoes during the contract period of two years as per specifications enclosed at **Annexure-A** which shall be supplied on lots basis. We are pleased to invite your rates in 2 part bid in sealed cover for the supply of the mementoes on rate contract basis for a period of two years.

The quotation for the above requirement in **2 part bid** which should reach us on or before the due date i.e. **18-02-2022 by 15:00 Hrs.** The Techno-Commercial bid shall be opened on the same day i.e. **18-02-2022 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. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. Any corrigendum to this tender, if issued by BHEL in future, will be uploaded on the BHEL website ([www.bhel.com](http://www.bhel.com)) & e-procurement portal of government of India (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the mentioned websites regularly. Any clarification, if required, should be sought from the undersigned via email at [vikrantk@bhel.in](mailto:vikrantk@bhel.in)/Telephone: 011-66337438/Mobile:9759669400.

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"> <li>a) Technical Specifications (Annexure-"A")</li> <li>b) General Terms &amp; Conditions / Specifications (Annexure-"B").</li> <li>c) Special Terms &amp; Conditions (Annexure-"C").</li> <li>d) Pre-qualifying requirements (Annexure-"D").</li> <li>e) Price Bid Format (Annexure-"E")</li> <li>f) Acceptance letter/deviation statement (Annexure-"F").</li> <li>g) Bidder's Detail (Annexure-"G")</li> <li>h) Declaration reg. Non banning (Annexure-"H").</li> <li>i) Checklist (Technical Bid) (Annexure-"I").</li> </ul>
2.	<p><b>IMPORTANT INSTRUCTIONS:</b></p> <ul style="list-style-type: none"> <li>1. Vendors must go through all these Annexure before submitting the bid.</li> <li>2. The prices must be <b>quoted in the enclosed Price Format only.</b></li> <li>3. Price Bids will be opened of the technically &amp; commercially acceptable bidders.</li> </ul>

Thanking you,



*[Signature]*  
04.02.2022  
Yours faithfully,  
For & on behalf of BHEL  
विक्रान्त कुमार / Vikrant Kumar  
प्रबंधक / Manager  
आई.एस.एन.जी. कॉर्पोरेट प्रशासन / ISMG-Corp. Administration  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
वी.एच.ई.एल. हाउस, सीरि फोर्ट, नई दिल्ली-110049  
विक्रान्त कुमार  
Manager (HR-GAX & ISMG)



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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. The printing matter i.e. Name, D.O.J & D.O.R shall be provided at the time of placing purchase order.
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, 2<sup>nd</sup> 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 BHEL 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 3<sup>rd</sup> envelope by super-scribing the tender No. and due date.
3. Tenders shall be received upto **15:00 Hrs of 18-02-2022** and techno commercial (Part-I) bids will be opened at **15:30 Hrs** on the same day i.e. **18-02-2022** 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. Deviations mentioned anywhere else other than Annexure F shall not be considered.
6. **Validity of Rates:** Rates shall remain valid for the entire contract period of two years 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. **Bidding Process:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."
8. The quantity mentioned in the tender is tentative with the variation of +/- 20%.
9. 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. If the item (mementoes) supplied is 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.
10. 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 Tax etc. shall be applicable as per the Government Notifications from time to time.





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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 of 0.5% of total P.O value for every 1 week or part thereof of delay in supply, to a maximum of 10%.
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](http://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. BHEL reserves the right to reject the offer of bidder(s) without assigning any reason. Further, on opening of price bids all the successful bidders, the RA shall be conducted.
14. **PAYMENT TERMS:**
- a) 100% payment shall be made within 15 days on receipt of material and is acceptable to BHEL in line with tender terms/conditions & specification along with GST compliant invoice and other relevant documents if any. No other payment term shall be acceptable to BHEL.
  - b) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
  - c) 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.
15. **TAXES & 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.
  - b) 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.





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- 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.
16. **Penalty:** The Vendor shall be levied a penalty of 0.5% of total P.O value for every 1 week or part thereof of delay in supply, to a maximum of 10%.
17. In the event of any ambiguity or conflict between the clauses of the NIT Documents, the order of precedence shall be in the order below:
- a. Corrigenda/ addenda/ amendments/ clarifications
  - b. Notice Inviting Tender
  - c. Special conditions of contract, if any
  - d. General conditions of contract
  - e. Instructions to bidders
18. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may also be sought from the principal employer.
19. **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 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.



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Annexure-"C"

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 and to participate in reverse auction.
- b) After Part-II bid opening (sealed envelope price bid), Reverse auction (RA) shall be conducted among eligible bidders. Eligibility of the bidder to participate in RA shall be as per policies and procedures of BHEL.

**(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 all inclusive but excluding GST**. After opening of sealed envelope price bids of techno-commercially qualified bidders, BHEL shall go for reverse auction (online bidding) for determining the lowest bidder which shall be communicated at the appropriate time after scrutiny of techno-commercial bids. Eligibility of the bidder to participate in RA shall be as per policies and procedures of BHEL (available on the website).

During 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.





**(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 or any other error, 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) Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

**(6) For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including extension) shall be considered.**

- MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission (if any).
- Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.





**(7) MSE & Start-UP.**

**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.

**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.

c) Traders are excluded from the preview of Public Procurement Policy.

**(8) 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).**







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- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
- (9) Lowest amount quoted against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the tender if price is not the lowest acceptable price to them inter-alia other reasons.
- (10) BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- a. **Fraud Prevention Clause:** 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.
- (11) **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.
- 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
  - Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - 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.
  - Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
  - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.





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- f) 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= $[(A-B) + (A \times H/100)]$

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.

- (12) **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 ex-post 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.

- (13) **CONCILIATION:** 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





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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.

(14) The contract can be terminated by giving minimum of 30 days' notice from either side.

- a) **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;





- b) The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- c) In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- (15) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

**SETTLEMENT OF DISPUTES:**

- (16) **CONCILIATION:** 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.





**(17) 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





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conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

- (18) **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.





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**Bharat Heavy Electricals Limited**

Annexure "D"

**(1) PRE QUALIFYING CRITERIA:**

- i. The bidder should have a valid PAN and GST Registration No.
- ii. The bidder's average annual financial turnover during the last three financial years ending 31st March '21 should be at least ₹ 2.32 Lakhs. 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 should have the experience of supplying Similar item to PSUs / Centre or State Govt. including Defence Services / Sports Authority of India / Autonomous Institutions / Other reputed private companies. At least one order executed during the last 02 years ending on January 31, 2022. They should submit the list of clients whom they have supplied the items during the last 2 years ending on 31-01-2021. Here similar item means supply of mementoes.

**Note:**

- a) Verified MSE & Start-up shall be exempted from year of experience and turnover criteria in line with Public Procurement Policy.
- b) It is imperative to mention that traders are excluded from the preview of Public Procurement Policy. Hence, the MSE & Start-up enlisted in "trader" category shall not be eligible to avail aforesaid benefits.

**(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 2018-19, 2019-20 & 2020-21
- iii. At least 01 nos. copy of Purchase Orders executed and the proof of successful delivery of items in support of proof of experience during last 2 years ending on 31-01-2021.





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Annexure- "E"

Part-II Bid (Price Format)

S. No.	Description of Rubber Stamps	Tentative Qty. in numbers	Unit Rate in Figures (Rs.)	Unit Rate in Words (Rs.)	Amount excluding GST	Applicable GST in Percentage in figures (%)	Applicable GST in percentage in Words
1	2	3	4	5	6 = 3 x 4	7	8
A	Oval shaped brass Plate, Brass Strip, 24 Carat Gold Plating of Brass Plate, Acrylic base with acrylic cover, packed in a corrugated cardboard box to be supplied over a span of 2 years.  Note : Broad Specifications shall be as per Annexure-A	1751			To be calculated by BHEL		
B	Grand Total Amount				To be calculated by BHEL	Not Applicable	Not Applicable

Evaluation Criteria: L-1 shall be decided on the basis of lowest cost arrived on B-6 i.e. Grand Total Amount excluding GST.



Signature  
With Name, Designation & seal of the firm

BHEL HOUSE, Siri Fort, New Delhi – 110049





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Bharat Heavy Electricals Limited

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 :**

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:PR:21:3115 dated 04-02-2022. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.



Signature  
With name, Designation & seal of the firm



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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





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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

