



**Sub: Notice Inviting Tender for Rate Contract to supply Mementoes**

Bids are invited for supply of mementoes as per the technical specification provided in Annexure-A. Tender is invited in two parts bid system, submitted on or before the specified date and time (mentioned in Annexure-B) at the address specified in the tender document. 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.

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) Un-Price Bid Format (Annexure-"E1")</li><li>f) Price Bid Format (Annexure-"E2")</li><li>g) Acceptance letter/deviation statement (Annexure-"F").</li><li>h) Bidder's Detail (Annexure-"G")</li><li>i) Declaration reg. Non banning (Annexure-"H").</li><li>j) 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 separately in the Price Format only.</b></li><li>3. Due date of submission is upto <b>15:00 Hrs of 15-05-2024.</b></li></ul>

For & on behalf of BHEL

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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.*





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 & respective units shall process the bill accordingly. *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. 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 15-05-2024** and techno commercial (Part-I) bids will be opened at **15:30 Hrs** on the same day i.e. **15-05-2024** through aforesaid portal.
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 as per the aforesaid guidelines. 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 +/- 30%.
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.

11. **Delivery Period & Liquidated Damages:** Respective units of BHEL shall place purchase order for their requisite requirement periodically & the contractor shall supply the requirement 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%.

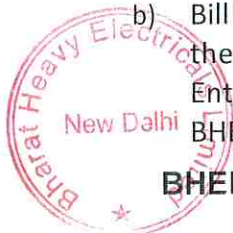
**Defective/Damaged Item:** Any defective/damaged item must be replaced by the contractor within 15 days of the supply. Failing to replace in stipulated time shall attract recovery of double the amount of actual amount paid by BHEL to meet its requirement.

**Illustration of defective item:**

Let's say the successful bidder fails to supply the item as per standard/specification & BHEL buys the mementoes from market at a cost of Rs 2000/piece. In this case BHEL shall recover Rs 4000/ piece (double the cost of actual amount paid) from the successful bidder.

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. **Agreement tenure & Contract Period:** This contract shall commence on the date of awarding of contract and shall remain in force for a period of **24 months**. However, this 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.
15. **PAYMENT TERMS:**
- a) Payment shall only be made after receipt of acceptable material (as per stated specification) to BHEL. No other payment term shall be acceptable to BHEL.

- b) Bill complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest.





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Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor

- c) 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.
- 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.

16. **TAXES & DUTIES:**

- a. Contractor shall submit tax compliant invoice containing all the particulars as stipulated under statutory invoice rules. Payment shall be made to the contractor only after submission of the said tax compliant invoice. For bidders charging GST, the successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services enabling BHEL for GST input tax credit.
- b. For contractor charging GST, 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 work order.
- d. Any new/change in statutory levy 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f. Invoice submitted should be in the format as specified under relevant statutory 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.
- g. For contractor charging GST, 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 (if applicable).



17. **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%.



18. 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:
- Corrigenda/ addenda/ amendments/ clarifications
  - Notice Inviting Tender
  - Special conditions of contract, if any
  - General conditions of contract
  - Instructions to bidders
19. 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.





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:**

Brief points of process are produced hereunder.

- a) The successful bidder shall deliver the items at all the delivery locations mentioned in Annexure I of this tender. No additional cost shall be paid by BHEL in this regard.
- b) Techno-Commercial evaluation of bids shall be done as per tender terms and conditions.
- c) Financial Evaluation: The price bid (Part II Bid) of only the techno-commercially qualified bidders would be opened and order would be awarded to the bidder having quoted the lowest price in Reverse Auction.

**(3) EVALUATION:**

- a) Bidder shall quote their prices in the prescribed format (i.e. Annexure E-2). Price quoted in any other format shall not be considered for evaluation.
- b) Evaluation shall be done on the basis of "Total Amount excluding taxes" based on rates quoted by bidder.
- 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**





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quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.

**(5) ARBITRATION:**

- a) 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 &





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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

**(6) 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.

**(7) 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.





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- 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 pacing 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

- (8) 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](http://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.





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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.

**(9) 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)

**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)

**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)}

**(10) Purchase preference for MSE/PPP-MII**

The item required is divisible in nature & may be split in ratio of 50:50. 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 with 100% quantity shall be awarded to L-1.
- b) If, L-1 is "Non MSE Class-I local supplier" – Purchase preference i.e. 50 % is to be given to MSEs at L-1 rate, if eligible as per PPP-MSE order & balance 50 % quantity is to be awarded to L-1 bidder.
- c) If, L-1 is "MSE but non-Class-I local supplier" – Purchase preference i.e. 50% is to be given to Class-I local supplier at L-1 rate if eligible as per PPP-MII order & balance 50% quantity is to be awarded to L-1 bidder.
- d) If, L-1 is "Non MSE Non Class-I local supplier" – Purchase preference i.e. 25% (Rounded to next whole number) is to be given to MSEs, if eligible as per PPP-MSE order at L-1 rate. Thereafter, Purchase preference is to be given to Class-I local supplier as per PPP-MSE order for 50% of the tendered quantity minus quantity allotted to MSEs above at L-1 rate. For, the balance quantity is to be awarded to L-1 bidder. (Kindly refer to the illustrative example below)
- e) Wherever applicable, MSE quoting the lowest price whose quoted rates fall within 15% margin shall be given the first preference to match the L1 price. Similarly, class-1 local supplier quoting the lowest price whose quoted rates fall within 20 % margin shall be given the first preference to match the L1 price.

Examples explaining applicability in scenario explained in 10 (d) above.

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L1 is "Non-MSE non-Class-I local supplier")

**Item – Mementoes**

**Qty - 50 Nos.**

**Details of bids received**

Sr. No.	Name of bidder	Rates quoted	Ranking	Status of bidder
1	A	100	L1	"Non-MSE non- Class-I local supplier"





2.	B	1 10	L2	"Non-MSE but Class-I local supplier"
3.	C	1 12	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 — 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of Mementoes). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L1 in the example.

**(11) 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,





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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:**

- *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).*
- *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."

(12) **Delivery Location:** The bidder must carefully analyse the tentative requirement of each Unit Location indicated in Annexure I & duly consider that many units have requirement of even 1-2 units also. Therefore, the bidder must be ready to supply the mementoes on such small quantity on these given delivery locations without charging any additional cost.





**(1) PRE-QUALIFYING CRITERIA:**

- i. The bidder should have a valid PAN.
- ii. The bidder's average annual financial turnover during the last three financial years ending 31st March '23 should be at least ₹ 3,92,000.00/- 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 'Mementoe/ Trophy/ Souvenir'. The bidder must have successfully executed single order with minimum order value of ₹ 1,40,160.00 for supplying similar items to any Central Govt. / State Govt. / PSU / Public Limited Company / Private Limited Company/Autonomous Authorities 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.

**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 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 2020-21, 2021-22 & 2022-23. Alternatively, a CA certificate certifying the total turnover of the bidder for indicated period above i.e. FY 2020-21, 2021-22 & 2022-23 duly signed and stamped by the bidder shall also be acceptable
- 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 last date of month prior to which the tender is invited.
- 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 New location.



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Bharat Heavy Electricals Limited

Annexure-"E-1"

Un-Price Bid Format

(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 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	1359			To be calculated by BHEL		
B				<b>Grand Total Amount</b>	<b>To be calculated by BHEL</b>	<b>Not Applicable</b>	<b>Not Applicable</b>

**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.



Signature  
With Name, Designation & seal of the firm



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Bharat Heavy Electricals Limited

Annexure-"E-2"

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	1359			To be calculated by BHEL	Not Applicable	Not Applicable
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 column no 06 i.e. Total Amount excluding taxes.



Signature  
With Name, Designation & seal of the firm



**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:23:3127/01 dated 24-04-2024. 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



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





Delivery Locations

Sl. No	Unit	City	Postal PIN	Tentative Reqt.
1	BAP	Ranipet	632403	121
2	CFFP	Haridwar	249403	26
3	CFP	Rudrapur	263153	8
4	CO	New Delhi	110049	38
5	EDN	Hyderabad	502032	75
6	EMRP	MUMBAI	400093	1
7	FSIP	JAGDISHPUR AMETHI	227817	86
8	HEEP	Haridwar	249403	147
9	HEP	Bhopal	462 022	292
10	HERP	Varanasi	221105	6
11	HPBP	Tiruchy	620014	79
12	HPEP	Hyderabad	502032	87
13	HPVP	Visakhapatnam	530012	107
14	IO	New Delhi	110003	2
15	IS	New Delhi	110003	5
16	ISG	Bengaluru	560012	7
17	IVP	Goindwal Sahib, Punjab	143422	10
18	PEM	NOIDA	201301	5
19	PESD	Hyderabad	502032	4
20	PPPU	Thirumayam	502032	2
21	PSBG I	New Delhi	110049	4
22	PSBG II	New Delhi	110049	4
23	PSER	Salt Lake City	700091	13
24	PSHQ	New Delhi	110049	2
25	PSNR	NOIDA	201301	14
26	PSSR	Chennai	600097	24
27	PS-TS	NOIDA	201301	3
28	PS-WR	Nagpur	440001	10
29	ROD	Hyderabad	502032	6
30	SBD	BANGALORE	560012	54
31	SSBG	NOIDA	201301	5
32	SSTP	Tiruchy	620014	8
33	TBG	NOIDA	201305	1
34	TP	Jhansi	284120	103
35		<b>Grand Total</b>		<b>1359</b>

**Note:** It is reiterated that bidder must carefully analyse the tentative requirement of each Unit Location & the bidder must be ready to supply the mementoes on such small quantity on these given delivery locations.



Signature  
With name, Designation & seal of the firm