	BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) ASIAD, SIRI FORT, NEW DELHI – 110049.	PH: 011-66337438 FAX: 011-26493021 e-mail: manishkbhaskar@bhel.in
		No.:AA:GAX:CP:12:117 Date:19/10/2012

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
कॉर्पोरेट प्रशासन विभाग
बीएचईएल हाउस, सीरी फोर्ट, नई दिल्ली - 110049
देय तिथि: 1.11.2012

विषय: वार्षिक दर से संविदा आधार पर रबर की मोहरों की आपूर्ति

प्रिय महोदय/महोदया,


बीएचईएल वार्षिक दर से संविदा आधार पर रबर की मोहरों की आपूर्ति हेतु बोलीदाताओं से निविदाएं आमंत्रित करती है। कोटेशन दो भागों में बंद लिफाफे में रखकर उसके ऊपर साफ-साफ एंक्वायरी नं., एंक्वायरी की तारीख एवं कोटेशन की अंतिम तारीख लिखकर जमा किए जाने चाहिए। निविदा की स्वीकृति निबंधन एवं शर्तों के अधीन होगी।

कोटेशन देय तिथि को या उससे पहले अधोहस्ताक्षरी के कार्यालय में दोपहर 2.00 बजे तक पहुंच जानी चाहिए। बीएचईएल टेंडर की प्राप्ति में डाक या कूरियर द्वारा देरी के लिए जिम्मेदार नहीं होगी। भविष्य में इस निविदा के संबंध में यदि कोई शुद्धि पत्र बीएचईएल द्वारा जारी किया जाता है तो उसे इसकी वेबसाइट (www.bhel.com) पर एवं भारत सरकार के ई-प्रोक्योरमेंट पोर्टल (<http://eprocure.gov.in/cppp/>) पर अपलोड किया जाएगा।

अतः बोलीदाताओं से अनुरोध है कि नियमित रूप से उपर्युक्त वेबसाइटों को देखते रहे। यदि आवश्यक हो तो कोई भी स्पष्टीकरण अधोहस्ताक्षरी से प्राप्त किया जा सकता है। निविदा दस्तावेज में निम्नलिखित शामिल हैं:

क्र.सं.	विवरण/निर्देश
1.	<p>a) कीमत फॉर्मेट में उल्लिखित विवरणों के अनुसार उपर्युक्त विषयक मदों की आपूर्ति</p> <p>b) दरें केवल संलग्न कीमत फॉर्मेट में प्रस्तुत की जाएं, जो एक साल की अवधि के लिए वैध/समान रहेंगी। इसे उन्हीं दरों, नियम एवं शर्तों पर लिखित रूप में परस्पर करार के साथ एक साल के लिए और बढ़ाया जा सकेगा।</p> <p>c) निबंधन एवं शर्तें (अनुबंध-"A").</p> <p>d) सामान्य निबंधन एवं शर्तें अनुबंध-"B")</p> <p>e) नो डेविएशन प्रमाणपत्र (अनुलग्नक-"C")</p> <p>f) घोषणा पत्र (अनुबंध-"D")</p> <p>g) जांच सूची (अनुबंध-"E")</p> <p>h) व्यवसाय का विवरण (अनुलग्नक-"F")</p> <p>i) कीमत बोली फॉर्मेट (अनुलग्नक-"G")</p> <p><u>महत्वपूर्ण निर्देशों का पालन किया जाए</u></p>
2.	<p>1. उसी ऑफर पर विचार किया जाएगा जिसे हमारे विवरण और सैंपल के अनुसार प्रस्तुत किया जाएगा अन्यथा उन ऑफर पर कोई विचार नहीं किया जाएगा जो हमारी अपेक्षाओं के अनुसार नहीं होंगी।</p>

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	<ol style="list-style-type: none"> 2. विक्रेता बोली प्रस्तुत करने से पहले सभी अनुलग्नकों को ध्यान से पढ़ लें। 3. कीमत केवल संलग्न कीमत फॉर्मेट में बतानी हैं। 4. माल की डिलीवरी बीएचईएल, सिरी फोर्ट, नई दिल्ली में की जाएगी। 5. माल स्वीकार होने के 20 दिन के बाद बिल का भुगतान किया जाएगा। 6. कृपया ये बात नोट कर लें कि कोई भी डेविशन स्वीकार नहीं की जाएगी। इसलिए अपनी ऑफर तभी प्रस्तुत करें जब आपको संलग्न निबंधन एवं शर्तें स्वीकार्य हों।
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कोटेशन के भाग- 1 और भाग-2 अलग-अलग सीलबंद लिफाफों में रखकर उसे एक और सीलबंद लिफाफे में रख दे । **ऑफर का भाग - 1 निर्धारित तिथि 1 नवम्बर, 2012 को दोपहर बाद 3.00 बजे हमारे कार्यालय में** पार्टियों के प्राधिकृत प्रतिनिधियों की उपस्थिति में खोला जाएगा । बोलीकर्ता को अपने साथ स्टैम्प का सैम्पल (1 प्रेस्टो स्प्रिंग सिस्टम 78x40, 2 डेटर एवं स्टैम्प स्टैंडर्ड मेक, 3 टर्बो स्टैम्प 57x21) लाना होगा। इन स्टैम्पों की बीएचईएल प्रतिनिधियों द्वारा जांच करने के बाद वापिस कर दिया जाएगा। केवल वही बोलीकर्ता भाग 2 बोली खोले जाने के योग्य होंगे जिनके स्टैम्पों के सैम्पल जांच में ठीक पाए जाएंगे और जिन्होंने अपने निविदा प्रलेखों को पूरी तरह से प्रस्तुत उन पर हस्ताखर एवं मोहर और उनके साथ अपेक्षित अनुलग्नक लगाए हैं। इस संबंध में बीएचईएल का निर्णय अंतिम और बाध्यकारी होगा। कृपया अपने सभी भावी पत्राचार में इन्क्वायरी नं0, तारीख आपूर्तिकर्ता संख्या तथा कोटेशन की अंतिम तारीख का उल्लेख करें । ऑफर के भाग 1 को खोले जाने की निर्धारित तारीख अलग से सूचित की जाएगी। बोली आमंत्रण का यह नोटिस निविदा प्रलेखों का एक हिस्सा होगा।

भवदीय,

मनीष

(मनीष कुमार भाष्कर)

कार्यपालक (मा. सं.-जीएएक्स)


दूसरी मंजिल, सी विंग

कॉर्पोरेट कार्यालय, बीएचईएल हाउस,

सीरी फोर्ट, नई दिल्ली-110049

फोन. 011-66337438/9871008176

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BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Due date: 1 November 2012

Subject: Annual Rate Contract for supply of Rubber Stamps


Dear Sir(s),

BHEL invites bidders for entering into an annual rate contract for the 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 quotations should reach in the office of the undersigned by 14:00 Hrs on or before the due date. 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) & 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 tender documents consist of the following:

S.No	Description/Instructions
1.	<ul style="list-style-type: none"> a) Supply of subject cited requirement of items as per specifications mentioned in the price format. b) Rates must be submitted in the enclosed price format only, which shall remain valid/firm for a period of one year. The same may however be extended further for a period of one year 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) No deviation certificate (Annexure-“C”) f) Declaration (Annexure-“D”) g) Check List (Annexure-“E”) h) Details of Business (Annexure-“F”) i) Price Bid Format (Annexure-“G”)
2.	<p><u>IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH</u></p> <ul style="list-style-type: none"> 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 these Annexures carefully before submitting the bid. 3. The prices must be quoted in the enclosed Price Format only. 4. Delivery of goods shall be made at BHEL House, Sirifort, New Delhi

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	<p>5. Payment shall be made within 20 days against acceptance of the material.</p> <p>6. Please note that no deviations shall be acceptable to us. Hence your offer should be submitted only if the enclosed terms and conditions are acceptable to you.</p>
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Quotations 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. 1 November 2012 at 15:00 hrs** in the presence of authorized representatives of the parties who may like to be present. **Bidders are required to bring along with them sample stamps (1.Presto-spring system 78x40; 2.Dater stamp std make; 3.Turbo stamp 57x21).** These stamps will be returned after testing by the BHEL representatives. **Only those bidders will be qualified for Part-II bid opening whose sample stamps have passed the testing satisfactorily and who have also submitted the complete, signed and stamped tender documents and Annexures as required and the decision of BHEL regarding the same shall be final and binding.** Please mention enquiry No., date, Supplier's No. and Quotation due date in 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,


 (Manish Bhaskar)
 Executive (HR-GAX)
 II floor, C wing

Corporate Office, BHEL House, Siri Fort, New Delhi – 110049. Phone No: 011-66337438




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Annexure A

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 superscribing the tender No. and due date on the envelope. **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-I bids or 60 days from the date of opening of Part-II bids whichever is later.**
3. Tenders shall be received upto 2.00 PM and Part-I bids will be opened at 3.00 PM on the same day i.e. due date 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. The Bidder should have a valid PAN card.
6. The rubber stamps as mentioned in the tender shall be supplied as and when required as per our requirement.
7. Material supplied if found of inferior quality, will be rejected by us and the same will be replaced free of cost. No payment shall be made against rejected / defective supply.
8. Best efforts shall be made to release 100% payment within 20 days time against satisfactory supply of material and submission of bill supplier through NEFT after deducting TDS etc. However, no interest shall be paid for delay in making the payments.
9. The basic rates of the Stamps shall remain firm for the above contract period of one year. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.
10. **Evaluation criteria** – Annual Rate Contract shall be placed on single party who shall quote overall L-1 rates (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 “TOTAL**

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AMOUNT” mentioned in the Price Bid. In order to ensure status quo of L-1 bidder during the execution of the contract, Overall L-1 bidder shall be required to match the itemized L-1 rates in the tender. The bidder has to quote for all the stamp sizes and categories in the price bid format. However, BHEL also reserves the right to split the order.

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 establishment / works in NCR Delhi.

13. **CONTRACT PERIOD**

The contract shall be awarded for a period of one year initially. It may be extended further for another one year 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. **PAYMENT TERMS:**

(i) Payment will be made on monthly basis through NEFT after submission of bill subjected to satisfactory performance of work. TDS (as applicable) shall be deducted at the applicable rate. No advance payment shall be made by BHEL.

(ii) Penalty will be levied for poor quality of material supplied as per the penalty clause.

15. **Penalty Clause**


No payment shall be made against rejected / defective supply. In addition to this, BHEL reserves the right to levy a penalty subject to a maximum of 10% of the cost of the inferior / defective quality of material supplied.

16. The tenderer should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.

17. **No deviation certificate** has to be submitted along with the tender.

18. The required stamps shall be supplied within 5 days time on 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.

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19. **PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids shall be submitted latest by 3.00 P.M. on or before the due date, in two parts as given below, to Sh. Manish Bhaskar (Executive), Corporate Administration, BHEL House, Siri Fort, New Delhi-110049

PART-I: TECHNO-COMMERCIAL BID

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

- No deviation certificate as per **Annexure – C**
- Declaration as per **Annexure-D**
- Un-Priced bid as per **Annexure- G** (The bidder has to write “Quoted” in places where he has quoted in the price bid)
- The complete tender enquiry** downloaded from BHEL site **signed and stamped on each page** by tender.
- Copy of PAN Card
- Check list (**Annexure-E**)
- Details of business (**Annexure-F**)


PART-II: PRICE BID

Part-II shall contain Prices only as per Annexure – G (in places where the bidders have written “quoted” in the un-priced bid , bidders are required to write the respective prices as applicable) 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

20. 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

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Annexure B

General Terms & Conditions

1. ARBITRATION

a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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 venue of arbitration shall be at New Delhi.

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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.


2. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

3. JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.


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4. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

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Annexure-C

NO DEVIATION CERTIFICATE


This is to certify that our bid no. _____ dated _____
against your NIT no. _____ dated _____ for supply of
rubber stamps in BHEL offices has no deviation.

Date:

Authorized signatory

(With sign. & stamp)

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	BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) ASIAD, SIRI FORT, NEW DELHI – 110049.	PH: 011-66337438 FAX: 011-26493021 e-mail: manishkbhaskar@bhel.in
		No.:AA:GAX:CP:12:117 Date:19/10/2012

Annexure-D


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)

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		No.:AA:GAX:CP:12:117 Date:19/10/2012

Annexure-E

CHECK LIST

Sl.No	Documents attached	Yes/No
1	Price format (Annexure – G)	
2	No Deviation certificate (Annexure – C)	
3	Declaration (Annexure – D)	
4	Signed & stamped complete tender enquiry(including first two pages)	
5	Pan card copy	
6	Details of business (Annexure-F)	
7	Checklist (Annexure-E)	

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		No.:AA:GAX:CP:12:117 Date:19/10/2012


Annexure- F

DETAILS OF BUSINESS

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

1.0	Name of the firm/Authorized Representative	
2.0	Address for communication	
3.0	Registered Office, if any :	
4.0	Location of office :	
	Telephone No. (Office) <div style="text-align: right;">(Re</div> <div style="text-align: right;">s)</div> <div style="text-align: right;">(Mobil</div> <div style="text-align: right;">e)</div> <div style="text-align: right;">(Fa</div> <div style="text-align: right;">x)</div> <div style="text-align: right;">(email Address)</div> <div style="text-align: right;">(Website Address-if any)</div>	
5.0	Name of proprietor / partner	
6.0	Name of Bankers	
7.0	Date / year of commencement of Business	

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Annexure- G


PRICE FORMAT

S N	Description of material	Qty (No)	Unit Rate (Rs.) (per piece)	Total (Qty. x Unit rate)
1.	Self Inking Stamps with Turbo/Citizen Mould, Foam Rubber inkpad and computerized nylon stamp base			
(i)	Small size 33x11 mm (2 lines, 7.5 pt.) (in figures) (in words)	06		
(ii)	Medium size 44x16 mm (5 lines, 7.5 pt.) (in figures) (in words)	10		
(iii)	Big size 57x21 mm (4 lines, 12 pt.) (in figures) (in words)	01		
(iv)	Big size 57x21 mm (10 lines, 6.5 pt.) (in figures) (in words)	03		
(v)	Big size 57x21 mm (8 lines, 7.5 pt.) (in figures) (in words)	02		

S N	Description of material	Qty (No)	Unit Rate (Rs.) (per piece)	Total (Qty. x Unit rate)
2.	Presto or Equivalent Stamps (Spring System)			
i	Presto or Equivalent Stamps (Spring System) size 46x26 mm (in fig) (in words)	05		
ii	Presto or Equivalent Stamps (Spring System) size 57x17 mm (in fig) (in words)	08		
iii	Presto or Equivalent Stamps (Spring System) size 37x37 mm (in fig) (in words)	32		
iv	Presto or Equivalent Stamps (Spring System) size 78x40 mm (in fig) (in words)	179		
v	Presto or Equivalent Stamps (Spring System) size 40x14 mm (in fig) (in words)	04		
vi	Presto or Equivalent Stamps (Spring System) size 62x31 mm (in fig) (in words)	64		
3.	Dater Stamp (Standard make / specifications)	11		
4.	TOTAL AMOUNT (To be considered for Evaluation)			

Please see the note overleaf

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NOTE: *The bidder has to quote for all the stamp sizes and categories in the price bid format.*

The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates.

BHEL reserves the right to ask the overall L1 bidder to match the item wise L1 rates of the remaining items for which the overall L1 bidder is not L1 - to ensure the status quo of the L1 bidder during the execution of the contract.

The rates are inclusive of all taxes and charges applicable.

(Signature of bidder)

Name, address and contact details of the bidder

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