कॉर्पोरेट संचार Corporate Communication



CC/GIFT/01/2021-22 09.06.2021

Dear Sir,

Sub: Tender enquiry for entering into Rate contract for Supply of Gift Items/Souvenirs to BHEL

BHEL, a Public Sector Undertaking, is country's largest engineering and manufacturing enterprise and has established itself as a leading international company in the field of power.

BHEL is initiating the process of entering into rate contracts with various Central/ State Govt. owned handicraft/ handloom suppliers by obtaining discounts in %age (percentage) terms on the MRPs or Showroom Prices as applicable of their Product offerings.

The discounts shall remain valid for a period of two years. Please note that the discounts in % (percentage) terms shall remain valid, even though there is an upward/downward revision in MRPs or Showroom Prices as applicable. You are requested to submit your best offer proposal latest by **30**th **June, 2021**. It may be mentioned that the discount offered may be further negotiated by a tender committee. Your offer should be submitted in two separate sealed envelopes as under:

I. Part -I (Techno-Commercial Bid):

- Signed copy of the Scope of Work (Annexure I), as a token of acceptance.
- Signed copy of Special Terms & Conditions (Annexure II), as a token of acceptance
- Signed copy of General Terms & Conditions (Annexure III), as a token of acceptance
- Documents/ Information for ELIGIBILITY CONDITIONS/ PQR as per clauses under clause no. 1.0 of Special Terms & Conditions (Annexure-II)
- Duly filled 'No Deviation Certificate' as per Annexure-V

II. Part -II (Price Bid):

- Containing your % (percentage) discount offered on the MRPs or Showroom Prices as applicable (Annexure-IV)
- Part-II (Price Bid) will be opened only if the above requirements in Part-I are found to be met.
- Submission of offer as per Annexure-VI
- Checklist as per Annexure- VII
- NEFT details format as per Annexure-VIII

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Both the envelopes (I & II) should be put in one bigger envelope, sealed, and super scribed "Offer for entering into Rate contract".

While quoting, please adhere strictly to our enclosed terms and conditions. Deviations shall not be acceptable and shall render the offer liable for rejection. However, clarifications, if any, can be taken from us on any working day before submission of the offer. Bidders are advised to print the tender for acceptance to various Annexures as per tender requirement by signing and affixing rubber stamp as required for submission in order to minimize typing, except wherever stated.

Your fully compliant offer, in the prescribed manner, should reach us at the address given below on or before 30.06.2021, 15:00 hrs.:

Addl. General Manager, Corporate Communication, Bharat Heavy Electricals Limited, BHEL House, Siri Fort New Delhi-110 049

Part-I (Techno- Commercial bid) shall be opened at 15:00 hrs. on the same day i.e. 30.06.2021 at BHEL House, Siri Fort, New Delhi - 110049 in the presence of the bidders, who may like to be present. Part II (Price bid) of the compliant bidders will be opened on a subsequent day after intimating to all compliant bidders in the presence of the bidders, who may like to be present.

Thanking you,

Yours faithfully,

(Vaishali Wadhwa) Sr. Executive (CC)

Encl. as under:

Annexure - I : Scope of Work

Annexure - II : Special Terms & Conditions
Annexure - III : General Terms & Conditions

Annexure - IV: Price Performa -Part -II (Price Bid)

Annexure - V : No Deviation Certificate
Annexure - VI : Submission of Offer

Annexure - VII : Checklist Annexure - VIII: NEFT Format

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ANNEXURE - I

SCOPE OF WORK

- 1. Supply of Gift/ Souvenir items among your offerings as and when shortlisted by BHEL/ its authorized representatives
- 2. Free delivery to local offices of BHEL Delhi/ NCR
- 3. Free delivery to offices of BHEL in cities where bidder's emporium/showroom is available if the delivery is made from the local emporium
- 4. For orders by BHEL Units/ Divisions where bidder's emporium/showroom is not available, transportation charges at actual shall be payable on submission of bills
- 5. Packaging of each item in an individual box/ bag/ carton
- 6. Charges for Gift-wrapping, other than standard packing, shall be paid at actuals

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ANNEXURE II

SPECIAL TERMS & CONDITIONS

I. Eligibility conditions/ pre-qualification requirement (PQR)

Only those bidders who meet the **PRE QUALIFICATION REQUIREMENT (PQR)** in terms of **EXPERIENCE, PAST PERFORMANCE & FINANCIAL** as specified below, are eligible to quote:

- 1.1 EXPERIENCE & PAST PERFORMANCE
- 1.1.1 The bidder to be Govt./State Govt. PSE/ Emporium with a showroom necessarily in Delhi/ NCR. Bidder to submit following:
 - 1.1.1.1 Certificate of Incorporation or any other documentary proof stating the kind of establishment- (Not required from agencies who are already empaneled with BHEL. However, the agencies may provide the proof of existing empanelment with BHEL).
 - **1.1.1.2** List of emporiums/ showrooms in India
- 1.1.2 The bidder to be in similar kind of business for at least three years. 2 Nos. POs each for the last three years of any CPSE/PSU/State Govt. or Govt. agency to essentially establish that the bidder has earlier dealt in institutional sales to the listed companies or Govt./State Govt. to be submitted along with the offer Not required from agencies who are already empaneled with BHEL.
- 1.2 FINANCIAL
- 1.2.1 A copy of Balance Sheets with P&L Statement or Certificate by CA or ITR for any three financial years from 2017-18, 2018-19 and 2019-20 to be enclosed. Bidders with turnover above Rs. 12.0 lakh alone will be considered.
- 1.3 REGISTRATION OF TAXES & COPY OF PAN CARD
- 1.3.1 Self-attested copy of proof of valid registration of Taxes as applicable (GST) to be submitted by the bidder and a copy of PAN card in the name of the bidder.

II. % (PERCENTAGE) DISCOUNTS

Your % (percentage) discount offered on MRPs or Showroom Prices as applicable should be consolidated and firm. No decrease in the quoted % discount shall be allowed once the bids are opened and thereafter, during the entire period of the contract. % discount is to be filled in the Price Performa (Annexure-IV) attached.

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- 2.2 Your % (percentage) discount offered should be a whole number.
- 2.3 Your % (percentage) discount should be written both in figures and words. If there is a mismatch between the discount quoted in figures and words, the higher amount shall be considered by BHEL for evaluation.

In case of such a discrepancy in the offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

- 2.4 Your % (percentage) discount rates shall be uniformly applicable to items procured by any of BHEL's Offices/ Units/ Divisions across the length and breadth of country. For orders by BHEL Units/ Divisions where bidder's emporium/showroom is not available, transportation charges for deliveries not in the same city at actual shall be payable on submission of bills.
- 2.5 Your % (percentage) discount rate on the printed MRPs or Showroom Prices as applicable should be offered for all categories of offering e.g. handicraft, handloom or any other category as defined in firm. You are free to quote uniform discount for the entire range (as may be applicable to you)
- 2.6 Your % (percentage) discount rate should have Pan-India validity, irrespective of the region from which Purchase Orders are released. The discounts offered should be mandatorily honored by all marketing/sales/operations teams of your firm across the country.
- 2.7 Your % (percentage) discount rate shall be valid irrespective of the period of the year e.g. festivals, special occasions etc.
- 2.8 BHEL may further negotiate the % (percentage) discount offered for various categories of product offerings.

III. VALIDITY OF THE OFFER

3.1 The validity of the offer should be 02 years with effect from the date of placement of the order.

IV. QUALITY

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4.1 If the final product does not match the quality and specifications finalized, BHEL will not be obliged to accept the particular item(s) as applicable.

V. COMMITTED QUANTITY

5.1 BHEL will not commit quantity to be purchased during the period of contract for any item(s).

VI. DISPATCH

The vendor shall be responsible for dispatches of the ordered quantity of respective items duly packed to BHEL office at "BHEL House, Siri Fort, New Delhi – 110049" or directly to the office that has placed purchase order in NCR at no extra cost, through its own arrangements. Similarly, vendor shall also be responsible for dispatches of the ordered quantity of respective items duly packed to BHEL offices in cities where their emporiums/showroom is available at no extra cost to BHEL through its own arrangements.

However, for dispatches of the ordered quantity of respective items duly packed to BHEL offices in cities where their emporiums/showroom are **NOT** available, BHEL shall pay the transportation/courier charges at actuals on submission of bills, which will be required to be shown in advance and ahead of dispatches to know the delivered cost i.e. Total Cost to BHEL.

VII. PENALTY

7.1 In case of any adverse information, e.g. denial of the discount to any of the BHEL Units/ Divisions shall be taken as a serious deviation and BHEL reserves the right to stop purchasing items from the firm and may consider deempanelment.

VIII. CONTRACT

- 8.1 The contract shall terminate on the expiry of two years (24 months) until and unless renewed by us. BHEL has no obligation to renew the contract. Also, BHEL reserves the right to review the contract after six months from date of placement of order.
- The rate contract once signed will be applicable from 04.09.2021 for a period of two years valid up to 03.09.2023.

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8.3 BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or in case necessary, without assigning any reason whatsoever.

ANNEXURE – III

GENERAL TERMS & CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects (refer Annexure VIII).
- 1.2 Offer should be either typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.
- 1.3 The entire bid document along with relevant support sheets should be properly spiral bound, indexed and all the pages should be duly numbered. No loose / separate sheets shall be accepted. Information / extra booklets / brochures / Agency Profiles / Agency's own Annual Reports which are not asked for SHOULD NOT be submitted

2.0 **PRICE**

- 2.1 Price quoted should be firm and valid for duration of empanelment.
- 2.2 Price to be given in either words or figures without any correction/ overwriting for each item. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and the corrected amount calculated 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. Decision of BHEL in this regard will be final. The bidders are required to quote essentially for the entire scope of work.
- 2.3 Price to be filled-in strictly as per the Price Performa enclosed as Annexure-IV. Change in Performa is not allowed. No remarks/ Notes/ Deviations/ Conditions are to be filled in Price Performa. Only values are required to be filled.

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- 2.4 The price quoted should be inclusive of all taxes, duties and levies excluding GST.
- 2.5 Offers not fulfilling any of the above conditions are liable to be rejected.

3.0 **TERMS OF PAYMENT**

- 3.1 100% payment for each individual order shall be made within 30 days from the date of receipt of bills duly supported with the acknowledged copies of challans for receipt of quantities in good conditions which are signed/stamped by the recipient and LR/transportation bills, if any. All payments shall be subject to Statutory Deductions as per norms.
- 3.2 In case, payment gets delayed by more than 30 days due to some unavoidable circumstances, no interest shall be paid for the delayed payment.
- 3.3 BHEL reserves the right to make payment through E-mode. Successful bidders shall be required to furnish the information as per Annexure VIII upon finalization of Rate Contract on their letter head.

4.0 **VALIDITY OF OFFER**

4.1 The offers of parties shall be valid for a period of six months from the date of opening of Part-I bid and three months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

5.0 **TAXES**

- 5.1 It is mandatory to comply with all taxes applicable for the required services. The price should be inclusive of all taxes, duties and levies except GST.
- 5.2 The agency must have registration under all applicable taxes/registrations required for performing works throughout the country. BHEL shall not be responsible in any way, for violation of any rules/regulations by the Advertising Agency.
- 5.3 To enable BHEL to avail GST Input tax credit, contractor shall submit GST complaint Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.

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- Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- In case GST credit is delayed/denied to BHEL or subsequently recovered form BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated above.
- Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered form contractor.
- 5.7 The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement work order.

6.0 PRICE ESCALATION CLAUSE

6.1 All the prices quoted by the agencies shall be in Indian Rupees and shall remain unaltered for the entire period of the contract.

7.0 TERMS OF PAYMENT

- 7.1 Separate work orders shall be placed for each work.
- 7.2 Full payment shall be released within thirty days from the date of receipt of bills after successful completion of the work as per work order.
- 7.3 While making the payment, statutory deductions as applicable, shall be made by BHEL.

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7.4 BHEL reserves the right to make payment through E-mode. Successful advertising agency shall be required to furnish the following information upon selection on its letter head as per Annexure XI

8.0 LATEST UPDATES

8.1 All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and http://eprocure.gov.in) only. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

9.0 RISK PURCHASE

- 9.1 In the event the bidder has failed to deliver or dispatch whole of the goods/services or any part within the time stipulated, BHEL may purchase/arrange it from elsewhere at the risk and the cost of the seller. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clauses no. 8.0 & 9.0 mentioned above (Annexure III)
- 9.2 If the bidder fails to deliver good/services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses or is unable to supply goods or materials or services covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

10.0 FORCE MAJEURE

10.1 Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action,

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go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

- 10.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 02 (two) days after the occurrence of such event.
- The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 10.5 A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

11. ARBITRATION

- 11.1 In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arises between BHEL and the bidder in connection with or arising out of the Order / Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.
 - 11.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 12.1, shall be finally settled by Arbitration.
 - 11.3 Any dispute shall be referred to the sole arbitration of an arbitrator to be nominated by BHEL, within 45 days of the receipt of the notice invoking arbitration.

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- 11.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;
 - 11.4.1 In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
 - 11.4.2 The place of Arbitration shall be New Delhi, India.
 - 11.4.3 The language of the Arbitration proceedings shall be English.
 - 11.4.4 The law governing the arbitration proceeding shall be the Indian law

The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court.

11.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless otherwise the obligations become impossible to perform due to the dispute having been referred to arbitration.

11.6 IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

- 11.6.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."
- 11.6.2 A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

12.0 EFFECT AND JURISDICTION OF CONTRACT

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12.1 The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

13.0 BHEL'S FRAUD PREVENTION POLICY

13.1 The Bidder 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.

14.0 **CONFIDENTIALITY**

14.1 All the material sent to the agencies shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

15.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 15.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty and confidentiality clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure VI.
- 15.2 Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure VI or counter terms and conditions prescribed by the Agency in the Tender shall not be considered and may lead to outright rejection of such offer.

16.0 INCOMPLETE TENDERS

- 16.1 Incomplete tenders, which do not contain all the information called for, are liable to be rejected.
- 16.2 The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

17.0 CANCEL/SCRAP OF TENDER

17.1 BHEL also reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

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18.0 CONTRACT/ EMPANELMENT TERMINATION

- 18.1 BHEL reserves the right to terminate the contract /empanelment any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.
- 18.2 The process of termination shall involve evaluation of the performance, facts and circumstances by a BHEL committee. The proceedings shall be done in a transparent manner and the agency shall be given a reasonable opportunity, to the extent possible, to put forth his views and defend himself.
- 18.3 In case of termination of the contract/empanelment, the concerned agency/partner/director of the firm shall not be eligible to get themselves registered/empaneled under different company name/firm name across BHEL.
- 18.4 The Security Deposit / Performance Guarantee shall be forfeited / encashed if the contract/empanelment is terminated.
- 18.5 Once the contract is terminated, the agency will not be eligible for empanelment for a period of two years, beyond which this may be reviewed.

19.0 AUTHORISED OFFICER

19.1 Head of Corporate Communication of BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding on the advertising agency. The authorized officer shall hold all the meetings at Delhi only.

20.0 EFFECT AND JURISDICTION OF CONTRACT

20.1 The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

21.0 ACCEPTANCE OF TERMS & CONDITIONS

- 21.1 The bidder should specifically mention that all the terms and conditions described above, including the penalty clauses, are acceptable unconditionally by filling Annexure V on its letter head
- 21.2 Any deviation to BHEL terms and conditions or counter terms and conditions prescribed by the bidder in the Tender shall not be considered and may lead to outright rejection of such offer

22.0 <u>INCOMPLETE TENDERS</u>

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- 22.1 Incomplete tenders, which do not contain all the information called for, are liable to be rejected.
- The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

23.0 CANCEL/ SCRAP OF TENDER

23.1 BHEL also reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

24.0 INSURANCE

24.1 To insure all goods during transit etc., should be the responsibility of the bidder.

25.0 AUTHORIZED OFFICER

25.1 DGM (Corporate Communication)/ BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding on the supplier firm. The authorized officer shall hold all the meetings at Delhi only.

26.0 CONTACT PERSONS

- 26.1 For any clarification, bidders may contact the following officials of BHEL:
 - Ms. Vaishali Wadhwa Sr. Executive (CC)

Tel.: 011-6633 7368, Mob.: 9911269451 email: vaishali@bhel.in

• Sh. Pankaj Mehra – Engineer (CC)

Tel.: 011-6633 7365, Mob.: 9910997299 email: pmehra@bhel.in

Sh. Anupam Chatterjee

– Manager (CC)

Tel.: 011-66337369, Mob.: 9811540387, e-mail: anupamc@bhel.in

Fax: 011-6633 7563

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ANNEXURE IV

Part -II (Price Bid):PRICE PERFORMA

SI. No. (1)	Category of Item (Fill as per the category available with bidder) Or Entire range (as may be applicable to each bidder) (2)	% (percentage) Discount offered on MRPs (inclusive of taxes) if applicable or else leave the column blank (up to two decimal points only) (3)	% (percentage) Discount offered on Showroom Prices (excluding taxes as applicable) if applicable or else leave the column blank (up to two decimal points only) (4)	% (percentage) discount offered in words (5)

Note:

- 1. Bidders will have to opt for filling up columns 3 or 4 while filling up the price Performa
- 2. MRPs: MRPs to be inclusive of taxes **Showroom Prices:** Showroom Prices to be exclusive of taxes applicable. Taxes as applicable shall be payable.
- 3. Bidders are free to offer uniform discount on all the items offered/ entire range in place of category-wise as may be applicable to each bidder
- 4. Add more rows if necessary

Signature of Authorized	representative of	the
Bidder		

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Seal of the Bidder Firm

ANNEXURE - V

NO DEVIATION CERTIFICATE

(to be given on bidder's letter head)

CERTIFICATE OF ACCEPTANCE

It is certified that we have read and understood all the terms and conditions of the Tender

No. CC/GIFT/01/	/2021-22 dated 09.06.2021.	
Our	firm,	namely,
	accepts all the Terms and Conditions set out in the nalty clauses therein.	
Date:	Signature of Authorize	ed Signatory
Place:	(Designation)	

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ANNEXURE - VI

SUBMISSION OF OFFER

Your offer has to be submitted in two parts as follows:

i) PART 'I': TECHNO-COMMERCIAL BID (Sealed Envelope)

Envelope super scribed with 'Part I':

- a. No Deviation Certificate as per Annexure-V.
- b. Check List as per Annexure-VII.
- c. Acceptance to 'BHEL Special Terms & Conditions' as per Annexure-II, 'BHEL General Terms & Conditions' as per Annexure-III and Conformity to 'Scope of Work' as per Annexure-I, by way of signing and affixing rubber stamp on each page.
- d. List of showrooms/offices in India & abroad

Certificate of Incorporation or any other documentary proof stating the kind of establishment (Not required from agencies who are already empaneled with BHEL. However, the agencies may

provide the proof of existing empanelment with BHEL).

- f. Copies of 2 Nos. POs of any listed companies or Govt./ State Govt.
- g. Copies of Balance Sheets with P&L Statement or Certificate by CA or ITR or Annual Report for any three financial years from 2017-18, 2018-19 and 2019-20.
- h. Copy of proof of valid registration of Taxes as applicable (GST) to be submitted by the bidder and a copy of PAN card in the name of the bidder

Note: Bidder to ensure that its offer is complete in all respect. Any deviation or non-compliance may lead to rejection of their offer at any stage.

ii) PART – 'II': PRICE BID (Sealed Envelope)

Envelope duly sealed and super scribed with 'PART II', should contain the following:

a) Price Bid as per Performa given in Annexure IV.

Vaidhali

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Note: PART 'II' to have % (percentage) discount only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

All Parts of the offer, i.e. Part I and II in an individual sealed covers, to be placed in a single sealed envelope, duly super scribed with:

- 1. Offer for Entering into Rate Contract.
- 2. Due date and time of submission of offers.
- 3. Name and address of the bidder.
- 4. BHEL address as given in the covering letter.

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ANNEXURE - VII

CHECKLIST

S. No.	Description / Item	Enclosed Yes/No
1	Part I (Techno-Commercial Bid) in Sealed Cover duly super scribed with Part I (Offer for Entering into Rate Contract) to contain following	Yes/No
į	Documents/ Information for ELIGIBILITY CONDITIONS/ PQR as per clauses under clause no. 1.0 of Special Terms & Conditions (Annexure-II):	
	Certificate of Incorporation or any other documentary proof stating the kind of establishment	Yes/No
	List of showrooms/offices in India & abroad	Yes/No
	Copies of 2 Nos. POs of any listed companies or Govt./ State Govt.	Yes/No
	• Copies of Balance Sheets with P&L Statement or Certificate by CA or ITR or Annual Report for any three financial years from 2017-18, 2018-19 and 2019-20.	Yes/No
	Self-attested copy of proof of valid registration of Taxes as applicable (GST) to be submitted by the bidder and a copy of PAN card in the name of the bidder.	Yes/No
ii	Signed and stamped copies of 'Scope of Work' and 'Special Terms & Conditions' and 'General Terms & Conditions' (Annexure- I, II & III) as token of acceptance.	Yes/No
iii	No deviation Certificate as per Annexure – IV on your letter head	Yes/No
iv	Annexure VIII – NEFT format duly filled	Yes/No
V	Check List as per Annexure-VII	Yes/No
2	Part II (Price Bid) in a separate Sealed Envelope duly super scribed with Part II Offer for Entering into Rate Contract - Price Bid	Yes/No



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ANNEXURE - VIII

NEFT DETAILS FORMAT

(Signature /Seal of the authorized signatory)