



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

TENDER NO. AA:GAX:16:PP:201 Dated: 24-01-2017
Due Date for submission of bids: 15.02.2017 by 1500 hrs.

Sub: Notice inviting Quotations for Annual Rate Contract for supply of Photocopy paper

Quotations are invited from MSEs (Micro Small Enterprises) registered with concerned authority in sealed cover with Enquiry No., Enquiry Date & Due Date, legibly super-scribed on it, for supply of Photocopier Paper as per specifications mentioned in Price Bid Format as per the enclosed Terms & Conditions. The quotation should be dropped in Tender Box (kept near main entrance gate of BHEL House), along with this letter, latest by 1500 hrs on OR before the due date. Part-I bids shall be opened at 1530 hrs. in our office, on the due date of submission of offers. The tender documents consist of all the documents as specified in Annexure I along with the complete tender document duly signed and stamped.

Description of Item	Due Date and Time of Submission of offers	Tender Opening date and time
Supply of A4 size Photocopier Paper, 80 gsm of any brand but Conforming to IS-14490:1997 specifications.	15.02.2017 up to 1500 Hrs	15.02.2017 at 1530 Hrs

Quotations (Part-I and Part-II) shall be submitted in separate sealed envelopes and the same can be put together in one sealed envelope super scribed with enquiry no. and due date of opening. Part-I offers of the parties shall be opened on the **Due Date of Opening i.e. 15.02.2017 at 1530 hrs in our office** in the presence of authorized representatives of the bidders who may desire to be present. The Part-II (Price Bids) of qualified bidders only shall be opened and due date of opening of Price Bid offers shall be informed separately.

Thanking you,

Yours faithfully,
for and on behalf of B.H.E.L.


24/1/17

(Manish Bhaskar)

Sr. Executive (HR-GAX)

मनीष कुमार भास्कर / MANISH KR. BHASKAR

वरिष्ठ कार्यपालक / Senior Executive

मानव संसाधन / Human Resources

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd

बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort

पंजीकृत कार्यालय : बीएचईएल हाउस, सीरी फोर्ट, नई दिल्ली-110049, भारत फोन : 66337000, फैक्स : 011-26493021
Regd. Office : BHEL House, Siri Fort, New Delhi-110049, INDIA. Phone : 66337000, Fax : 011-26493021

1.0 GENERAL INSTRUCTIONS

Bharat Heavy Electricals Ltd. (A Govt of India's Maharatna Public Sector Undertaking) intends to enter into Annual Rate contract for supply of 80 gsm A4 size photocopy paper for its office located at BHEL House, Siri Fort, New Delhi - 110049 by inviting the offers from the MSEs (Micro Small Enterprises) registered with concerned authority for supply of A4 size Photocopier Paper, 80 gsm of any brand but Conforming to IS-14490:1997 specifications in two part bids. Part-I shall be Techno-commercial bid & Part-II shall be the Price Bid. Due date of the opening of Part-I bid shall be the date of submission of offer as mentioned in the Notice Inviting Quotations. Participation in Price Bid Opening shall be in respect of those bidders only who are techno-commercially acceptable based on the evaluation of Part-I bid. The terms and conditions are mentioned below.

The quantities of items mentioned in the Price Bid are tentative which may increase or decrease by 20% depending upon the actual requirements. In case of increase in quantities, the successful bidder will have to supply the items at the same rates.

2.0 PRE-QUALIFICATION REQUIREMENTS

Sl. No.	Qualifying Requirement	Documents to be submitted in Support of Proof
1.	The average annual turnover of the Bidders during the last 3 years ending on 31st March 2016 should at least be Rs. 4.50 Lacs.	Copies of Balance sheets / Profit & loss account for last two years ending on 31 st March 2016.
2.	The Bidders should be resourceful and capable, having experience of supply & execution of Purchase Orders for supply of photocopy paper for the last 2 Years ending on 31st December, 2016 and they should have executed the orders for supply of Similar Items for reputed PSUs & Government departments / Ministries/Government Bodies / reputed Companies / Institutions. They should submit the List of clients to whom they have supplied the items during the last 2 years.	1. Copy of TIN/VAT registration 2. Copy of the PAN card. 3. Copies of Income Tax Returns for last 2 years 4. Copies of purchase orders executed 5. List of clients to whom items have been supplied during the last 2 years.
3.	The bidder should be registered as MSE with concerned authority	Proof of registration to be enclosed.
4	The bidder must bid for 80 gsm A4 size photocopy paper conforming to IS-14490:1997	The bidder will be required to submit the report of tested samples of Photocopy Paper meeting specifications of IS-14490:1997

3.0 TERMS AND CONDITIONS:

- 3.1) Delayed tenders are liable to be rejected.
- 3.2) The successful bidder will have to supply the items as per the specification mentioned in the Price bid enclosed herewith. If the supplied items are found of inferior quality, the same will be rejected by BHEL and no payment will be made for rejected items.
- 3.3) The items of fresh lots will only be supplied. In case of supply of aged material, the item may be rejected. The items will have to be supplied in properly packed condition.
- 3.4) Any defective supply will be replaced free of cost. No payment shall be made against defective supply. The purchaser reserves the right to reject any items, which in his opinion does not confirm to the specifications or is found to be of inferior quality.
- 3.5) All items should be in conformity with manufacturer specifications and of standard quality.

Munish Bhaskar

- 3.6) The items have to be supplied in properly packaged condition and delivered in the same packaged condition to BHEL House, Siri Fort, New Delhi - 110049.
- 3.7) BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication.

4.0 **COMPOSITION OF THE BIDS:**

4.1 **Part-I (Techno-Commercial Bids)**

The Part-I Bid shall contain all details and documents listed in Annexure-I. No price details are to be furnished in Part-I of the bid.

4.2 **Part-II (Price Bid)**

Part II Bid shall comprise of Price Format as per Annexure - IV, duly filled, signed and stamped.

5.0 **EVALUATION CRITERIA AND AWARD OF CONTRACT / REVERSE AUCTION (RA)**

Bidder shall quote their prices in the prescribed format i.e. Price Bid (Annexure-VI) enclosed for items given therein. Evaluation shall be done on the basis of Gross Value including VAT, quoted by bidder in the Price Bid Format. In the event of one or more Bidders quoting identical L-1 price, such bidders would be asked to submit their revised snap bids in the sealed cover on the spot. Bidders shall accordingly depute their representatives with due authorization to quote these revised bids on the spot. Contract shall be awarded on the L-1 bidder (all inclusive).

In case of any arithmetical errors in the price bid the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering.

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Suppliers are required to submit their best price bid in a separate sealed cover along with techno-commercial bid. After Evaluation of Techno-Commercial Bids: In case BHEL decides not to conduct RA, the envelope sealed price bids of all techno commercially qualified bidders will be opened and processed as per tender terms & conditions.

6.0 **TERMS & CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 6.1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 6.2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse

Navin Bhaskar

Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 6.3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 6.4 In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 6.5 Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6.6 Reverse auction will be conducted on scheduled date & time.
- 6.7 At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 6.8 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 6.9 Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 6.10 If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 6.11 The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 6.12 In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

7.0 VALIDITY OF OFFERS

The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-I bid and 60 days 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.

8.0 VALIDITY OF RATES / CONTRACT

Rates shall remain valid for the contract period of one year or till the extended period of contract which may be extended further with the mutual consent and no request will be entertained for any increase of rates what so ever may be the reason. However, the VAT / Taxes etc. shall be applicable as per the Government Notifications from time to time.

- 9.0 Profile / documents to be attached with Part-I (Techno-commercial bid) shall be as per sheet attached as Annexure-I.

10.0 PAYMENT TERMS:

For the bills submitted along with supporting vouchers and completed in all respect, the payment, inclusive of all taxes as applicable, shall be made within 20 days from the date of submission of the bills. **However, no interest shall be payable for delay, if any, in making the payment.** The bills should mention the relevant tax registration no.

M. Anish Sharma

11.0 DELIVERY PERIOD / LEQUIDATED DAMAGES

The lot wise quantities shall be supplied within 15 days time on placement of PO. The paper shall be procured in lots as and when required. BHEL reserves the right to recover from the Seller/Contractor, liquidated damages, a sum equivalent to half percent (½%) of the ordered value per week or part thereof, subject to a maximum of ten per cent (10%) of the ordered value excluding elements of taxes, duties and freight, if the seller/contractor has failed to deliver any part of the ordered stores within the period stipulated above.

12.0 Deviations, if any, may be enumerated in the format enclosed (Annexure II). BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure II – "FORMAT FOR SEEKING DEVIATION" (whether Techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

13.0 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.

14.0 ARBITRATION

14.1 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 (Purchaser).

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.

14.2 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.

15.0 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.

Navish Sharker

16.0 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.

17.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

17.1 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.

17.2. Cost of the purchases made by the Purchaser 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.

18.0 **Fraud Prevention Clause:** The bidders along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Navit Bhaskar

BID SUBMISSION

Bids shall be submitted latest by 1500 hrs on or before the due date in two parts as given below

PART-I : TECHNO-COMMERCIAL BID This part shall contain the following documents duly signed and stamped:

- 1) Balance Sheet / Profit & Loss Statement of the firm for the last two years ending 31st March 2014.
- 2) List of clients, including PSUs, if any.
- 3) Copy of the Purchase Orders for the last 2 Years ending on 31st December, 2016
- 4) Format for seeking deviations as per Annexure-II.
- 5) Copy of PAN, TIN no.
- 6) Copies of Income Tax Returns for last two financial years ending 31st March 2016.
- 7) Declaration Sheet as per Annexure-III.
- 8) Complete details of the contact person with email id and mobile number etc.
- 9) Copy of tender document duly signed and stamped by the bidder
- 10) Proof of Registration as MSE with concerned authority
- 11) The bidder will be required to submit the report of tested samples of Photocopy Paper meeting IS-14490:1997
- 12) Any other information that bidder may like to furnish.

PART-II: PRICE BID

Part-II shall contain **Prices only** as per Annexure – “IV” and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions and / or deviations, 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 Enquiry No., due date of opening and '**Part-II: PRICE BID**'. **Rates shall be quoted both in words and figures.**

Quotations (Part-I and Part-II) shall be submitted in separate sealed envelopes and the same can be put together in one sealed envelope super scribed with enquiry no., due date of opening.

Note:

1. "Bidder must note that the bid should be submitted as per the details given at clause no. 7.0 (Procedure for Submission of Sealed Tenders) of tender enquiry dated 01.12.2016. Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Failing to do so shall lead to rejection of Bid."
2. "Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected."

M. Anil Bhaskar

Annexure-II

**FORMAT FOR SEEKING DEVIATION
(To be attached with Part-I bid)**

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS / REASONS

NOTES:

1. In case of no deviation, "NIL" is to be indicated in this format.
2. BHEL reserves the right to reject the offer without assigning any reason.

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. 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 OF BIDDER WITH SEAL

NAME:
DESIGNATION:
COMPANY / FIRM:
DATE:

Munish Bhaskar

Annexure-III

DECLARATION

(To be attached with Part-I bid)

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

(Signature with official seal)

NAME:

DESIGNATION:

COMPANY / FIRM:

DATE:

PLACE:

9/ Anil Bhaskar

ANNEXURE-IV**PRICE BID FORMAT**

Description	Quantity (approx.)	Unit Rate (Rs.) per ream	VAT % (If any)	Gross value (Rs.) for 16000 reams (including VAT)	No. of Lots
A4 size Photocopier Paper, 80 gsm of any brand but Conforming to IS- 14490:1997 specifications.	10,000 Reams in one year				5

Gross Value in Rs.....

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Evaluation criteria: Refer para no. 5.0 "EVALUATION CRITERIA AND AWARD OF CONTRACT /
REVERSE AUCTION (RA)"

Signature & Seal of the firm

Munish Bhaskar