



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

Corporate Office, BHEL House,  
Siri Fort, Asiad, New Delhi-110049  
Tele No. 011- 66337438  
(Phone), 011-66337428 (Fax)

No. AA:GAX:17:PR:102

Date: 11.08.2017

Submission of tender on 18.08.2017 by 11:00 AM  
Due date for opening on 18.08.2017 at 11:30 AM

Subject: Rate Contract for supply of Rubber Stamps

Dear Sir(s),

BHEL invites bidders for entering into 2 years' rate contract for Supply of Rubber Stamp. 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 offer is to be submitted in two-part bid in sealed covers. The quotation should reach to the under signed at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 11:00 A.M. on or before the due date (18.08.2017). 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 tender documents consist of the following:

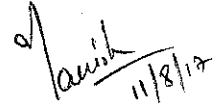
| Sl No | Description/Instructions                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <ul style="list-style-type: none"><li>a) Terms &amp; Conditions (Annexure-"A").</li><li>b) General Terms and Conditions (Annexure-"B")</li><li>c) No deviation certificate (Annexure-"C")</li><li>d) Declaration (Annexure-"D")</li><li>e) Details of Business (Annexure-"E")</li><li>f) Price Bid Format (Annexure-"F")</li><li>g) Unpriced Bid (Annexure- "G")</li></ul> <p><u>IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH</u></p> |

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| <ol style="list-style-type: none"><li>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.</li><li>2. Vendors must go through all these Annexure carefully before submitting the bid.</li><li>3. The prices must be quoted in the <b>enclosed Price Format only</b>.</li><li>4. Delivery of goods shall be made at BHEL House, Siri Fort, New Delhi</li><li>5. Payment shall be made within 20 days against acceptance of the material. No interest shall be paid in case of delay in payment.</li></ol> |
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The bids shall be opened on the due date of opening i.e. 18.08.2017 at 11:30 A. M. in the presence of authorized representatives of the parties who may like to be present. Please mention enquiry No., date, Supplier's No. and Quotation due date in all future correspondences. This notice for inviting the bids shall also form a part of the tender documents.

Thanking you,



(Manish Kumar Bhaskar)

Dy. Manager (HR-GAX & ISMG)

II floor, G wing

Corporate Office, BHEL House, Siri Fort, New Delhi – 110049. Phone No: 011-6633 7438

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 **excluding taxes** in the "Price Format" (enclosed) (Annexure F) by super scribing the tender No. and due date on an envelope. **The envelope containing unpriced bid along with other tender documents should be sealed in an envelope and the price bid format after duly filling shall be submitted in another sealed envelope. Both the two envelopes should be put in a large envelope. Each and every envelope should be super scribed the tender name, tender enquiry no and bidder's name. The price bid, if not sealed in a separate envelope shall lead to cancellation of the bid. Rates shall be quoted excluding tax and should be written properly. Corrections, if any, must be counter signed. 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 60 days from the date of opening of Price bids or 90 days from opening of Techno-Commercial Bid.**
3. Tenders shall be received upto 11.00 AM and will be opened at 11.30 AM 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/ Incomplete tenders are liable to be rejected.
5. The Bidder should have a valid PAN card and the same should be submitted along with your bid.
6. GST, shall be paid as per Govt. rules provided copy of certificate of registration for the same is submitted with the tender documents. **Bidders without GST registered will not be allowed to take part in the tender.** GST acknowledgment no. should be submitted along with your bid.
7. The rubber stamps as mentioned in the tender shall be supplied as and when required as per BHEL requirement.
8. Material supplied if found of inferior quality, will be rejected by us and the same must be replaced free of cost. No payment shall be made against rejected / defective supply.
9. 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.
10. The basic rates of the Stamps shall remain firm for the above contract period of two years. The same may however be extended further for a period of three months with mutual agreement, in writing, on the same Rates, Terms and Conditions.
11. Supply of subject cited requirement of items as per specifications mentioned in the price format.
12. Evaluation criteria –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 AMOUNT" mentioned in the Price Bid. The bidder has to quote for all the stamp sizes and categories in the price bid format. In case the bidder not quoting for all the items mentioned in price bid format, then there bid shall be rejected.

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13. 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.
14. Bidders must have their establishment / works in NCR Delhi.
15. **CONTRACT PERIOD:** The contract shall be awarded for a period of two years initially. It may be extended further for of three months 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.
16. **Taxes and Duties:**
  - a) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as mentioned at clause no. 17 of Annexure A) in the name of BHEL Corporate Office.
  - b) The contractor has to submit their GST registration certificate to Bharat Heavy Electricals Limited, Corporate Office, BHEL House, Siri Fort, New Delhi-49 within 30 days from the acceptance of revised rate Contract. GSTIN of BHEL will be provided to the contractor by BHEL Corporate Office within 30 days from the placement of revised Rate contract.
  - c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
  - d) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
  - e) Contractor shall issue GST compliant invoice under his GSTIN and other GST compliant tax invoice in line with GST law.
  - f) 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 the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
  - g) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment 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 under (f) above.

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- h) 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 from contractor.

17. **Payments Terms:**

The bills along with supporting vouchers shall be accepted on monthly basis and the payment, excluding GST & notional interest thereon, shall be made within 15 days from the date of submission of the bills, complete in all respects & conditions mentioned in Clause no. 1 above (Taxes & Duties).

18. **PAYMENT TERMS:**

Payment, excluding GST & notional interest thereon, shall 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. GST payment shall be as per Clause no. 16 mentioned above.

**No interest shall be payable for delay in making the payment.**

19. **Penalty Clause :**

(i) 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.

(ii) The required stamps shall be supplied within 5 days' time after 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.

20. No deviation certificate has to be submitted along with the tender. Deviations, if any, shall be mentioned only on deviation letter (Annexure- C). Deviations mentioned anywhere else in the NIT document shall not be accepted. However, deviations may or may not be accepted by BHEL.
21. 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)

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**General Terms & Conditions**

**1. ARBITRATION**

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.

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.

**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 installment 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

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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.

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.

2/1/2018

**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

(i) Has no deviation.

OR,

(ii) Has the following deviations (Give Reference to clause nos. of terms & conditions which  
are not acceptable):

1.

2.

3.

4.

Date:

Authorized signatory  
(With sign. & stamp)

*Handwritten signature*

**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)

*M. J. J. J.*

**Annexure E**

**DETAILS OF BUSINESS**

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

|     |                                                                                                     |  |
|-----|-----------------------------------------------------------------------------------------------------|--|
| 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)<br>(Res)<br>(Mobile)<br>(Fax)<br>(email Address)<br>(Website Address-if any) |  |
| 5.0 | Name of proprietor / partner                                                                        |  |
| 6.0 | Name of Bankers                                                                                     |  |
| 7.0 | Date / year of commencement of Business                                                             |  |
| 8.0 | Bidder's GST Number                                                                                 |  |

Authorized signatory  
(With seal)

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**Annexure- F**  
**(Price Bid Format)**

| Sl. No.                     | Description of items                                                                              | Qty in last year | Unit proposed Excl. Tax | Rate (Rs.) | Total proposed value (Rs.) Excl. Tax |
|-----------------------------|---------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|--------------------------------------|
| 1                           | Self-Inking Stamps with Turbo/Citizen Mould, Foam Rubber inkpad and computerized nylon stamp base |                  |                         |            |                                      |
| (i)                         | Big size 57 X 21 mm (10lines, 6.5 pt)                                                             | 7                |                         |            |                                      |
| 2                           | Presto or Equivalent Stamps (Spring System)                                                       |                  |                         |            |                                      |
| (i)                         | Presto or Equivalent Stamps (Spring System) size 57x17 mm                                         | 299              |                         |            |                                      |
| (ii)                        | Presto or Equivalent Stamps (Spring System) size 37x37 mm                                         | 9                |                         |            |                                      |
| (iii)                       | Dater Stamp (Standard make / specifications)                                                      | 9                |                         |            |                                      |
| (iv)                        | Round Stamp small size 33 X 11 mm (2 lines, 7.5 pt)                                               | 14               |                         |            |                                      |
| 3                           | Wooden Rubber Stamps                                                                              |                  |                         |            |                                      |
| (i)                         | Wooden Rubber Stamps                                                                              | 12               |                         |            |                                      |
|                             | Total Excl. Tax                                                                                   |                  |                         |            |                                      |
| Total for 2 Years Excl. Tax |                                                                                                   |                  |                         |            |                                      |

**Total amount quoted for 2 years period in words:**

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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. Before quoting the rates the vendors are advised to check the samples physically (if felt necessary). The BOQ may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates.

Authorized signatory  
(With seal)

*9/10/2018*

**Annexure-G**  
**(Un-Priced Bid Format)**

| Sl. No. | Description of items                                                                               | Qty in last year | Unit proposed Excl. Tax | Rate (Rs.) | Total proposed value (Rs.) Excl. Tax |
|---------|----------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|--------------------------------------|
| 1       | Self-Inking Stamps with Turbo/Citizen Mould, Foam Rubber inkpads and computerized nylon stamp base |                  |                         |            |                                      |
| (i)     | Big size 57 X 21 mm (10lines, 6.5 pt)                                                              | 7                |                         |            |                                      |
| 2       | Presto or Equivalent Stamps (Spring System)                                                        |                  |                         |            |                                      |
| (i)     | Presto or Equivalent Stamps (Spring System) size 57x17 mm                                          | 299              |                         |            |                                      |
| (ii)    | Presto or Equivalent Stamps (Spring System) size 37x37 mm                                          | 9                |                         |            |                                      |
| (iii)   | Dater Stamp (Standard make / specifications)                                                       | 9                |                         |            |                                      |
| (iv)    | Round Stamp small size 33 X 11 mm (2 lines, 7.5 pt)                                                | 14               |                         |            |                                      |
| 3       | Wooden Rubber Stamps                                                                               |                  |                         |            |                                      |
| (i)     | Wooden Rubber Stamps                                                                               | 12               |                         |            |                                      |
|         | Total Excl. Tax (a)                                                                                |                  |                         |            |                                      |
|         | Total for 2 Years Excl. Tax (2 x a)                                                                |                  |                         |            |                                      |

***NOTE: Bidders have to write 'Q' (quoted) in all the blank cells against which they are quoting.***

Authorized signatory

(With seal)

*Handwritten signature*