



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA:GAX:PR:17:101

Dated : 21.11.2017

Sub: Invitation of Quotation for Rate Contract for supply of Mementoes

Bharat Heavy Electricals Ltd. (BHEL) would procure about 5653 mementoes during the contract period of two years as per specifications enclosed at **Annexure-A** which shall be supplied on lots basis. We are pleased to invite your rates in 2 part bid in sealed cover for the supply of the mementoes on rate contract basis for a period of two years as per the terms and conditions mentioned / attached herewith.

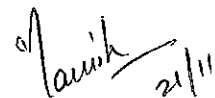
Please submit your quotation for the above requirement in **2 part bid** which should reach us on or before the due date i.e. **27.11.2017 by 11.00 AM**. The Techno-Commercial bid shall be opened on the same day at 11.30 AM in presence of bidders or their authorized representatives who may like to be present. You are requested to submit your most competitive rates along with all tender documents duly signed and stamped on each page. BHEL, however, reserves the right to opt for reverse auction (online bidding) or opening of paper bid for determining the lowest bidder which in such case would be communicated at the appropriate time after scrutiny of techno-commercial bids.

The vendors are advised to inspect the sample available with the undersigned, before submitting their offers. The following documents are enclosed alongwith this tender.

SN	Description / instructions
1.	a) Technical Specifications (Annexure-"A") b) General Terms & Conditions / Specifications (Annexure-"B"). c) Special Terms & Conditions (Annexure-"C"). d) Pre-qualifying requirements (Annexure-"D"). e) Price Bid Format (Annexure-"E") f) Acceptance letter/deviation statement (Annexure-"F"). g) Bidder's Detail (Annexure-"G") h) Declaration reg. Non banning (Annexure-"H"). i) Checklist (Technical Bid) (Annexure-"I").
2.	IMPORTANT INSTRUCTIONS: 1. Vendors must go through all these Annexure before submitting the bid. 2. The prices must be quoted in the enclosed Price Format only. 3. Price Bids will be opened of the technically & commercially acceptable bidders.

Thanking you,

Yours faithfully,
For & on behalf of BHEL



(Manish Bhaskar)

Dy. Manager (HR, GAX & ISMG)

Bharat Heavy Electricals Ltd.

वीरवारदास हाउस, सिरि फोर्ट

BHEL House, Siri Fort

नई दिल्ली - 110049

New Delhi - 110049



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Annexure-"A"

Technical Specifications

1. The brass plate shall be of oval size (with larger dimension ~7" and smaller dimension ~5") with floral design on the rim weighing 150 gm $\pm$ 5% (as per sample).
2. A multi-color chemical etching has to be carried out on the brass plate with a specific design approved by BHEL.
3. The finished brass plate is to be gold plated with 24 carat gold.
4. The vendor has to submit a certificate from a Govt. approved Valuer certifying the gold plating.
5. Gold colored Laser Light Sheet (Micro-surfaced pre-adhesive plastic of 2 ply, 0.004" i.e. 0.10 mm thickness with Gloss metal finish) with printing matter in black color using Laser engraved technique has to be pasted on each memento. The size of the strip will be 120 x 30 mm.
6. The brass plate is to be supported on Wooden Base made from steam beach with black spray painted/high gloss rosewood finish.
7. The entire memento has to be housed in a 3 mm thick Imported Transparent Acrylic sheet of size 195 x 60 x 190 mm (l x w x h). The corners of the box are to be pasted with Golden border tape of approx. 1 mm thickness.
8. The finished memento has to be packed in a corrugated cardboard box (3 ply) with proper packing material (thermo coal corners made in 20 density) to prevent any breakage etc. during dispatch and transportation.

Note: The sample memento is available with BHEL Corporate Office (Administration Department, 2nd Floor), BHEL House, Asian games Village, Siri Fort for inspection. The vendors may inspect / see the sample memento before submitting their offer.

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Annexure-"B"

General Terms & Conditions:

1. The material shall be supplied strictly in accordance with the **technical specifications** enclosed at **Annexure-A**. The purchase orders shall be placed by our units located all over India.
2. The bidders are required to submit two envelopes. First envelope shall contain **Techno-Commercial** bid containing all annexure except Price Bid (Part-II). The second envelope shall contain Price Bid only. Each envelope shall be super-scribed as Techno Commercial (Part-I) Bid and Price Bid (Part-II) respectively. The above two envelopes then shall be put in 3rd envelope by super-scribing the tender No. and due date.
3. Tenders shall be received upto 11.00 AM and techno commercial (Part-I) bids will be opened at 11.30 AM on the same day i.e. **27.11.2017** 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. **Deviations**, if any, shall be listed out separately as per **Annexure "F"** which may or may not be accepted by BHEL. Deviations mentioned anywhere else other than Annexure F shall not be considered.
6. **Validity of Rates:** Rates shall remain valid for the entire contract period of two years or till the extended period of contract which may be extended with the mutual consent. The courier charges shall be included in the quoted price irrespective of the destination. **No cartage / transportation charges shall be paid by us separately.**
7. The quantity mentioned in the tender is tentative with the variation of +/- 20%.
8. The successful bidder shall supply the mementoes as per technical specifications. The supplier shall be required to furnish a certificate of authenticity of the Gold Plating from the certified Government valuer. Item, 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.
9. The rates after agreement shall remain firm for the entire contract period including extended period and no request will be entertained for any increase of rates what so ever may be the reason. However, the Tax etc. shall be applicable as per the Government Notifications from time to time.
10. **Delivery Period & Liquidated Damages:** The required items shall be supplied within 30 days on placement of PO. In case of supply is delayed beyond this period; BHEL reserves the right to levy LD @ ½% per day of delay subject to maximum of 10% of ordered value.
11. 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.
12. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.
13. **PAYMENT TERMS:**
The bills along with supporting vouchers shall be accepted on complete supply of material ordered and the payment, excluding GST & notional interest thereon, shall be made within

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15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause no. 15 below (Taxes & Duties).

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

14. TAXES & 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 in clause 14 above) in the name of respective BHEL Unit/Office/Region.
- b) The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region within 10 days from the acceptance of Rate Contract. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 10 days from the placement of 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) Payment shall be made to contractor only after submission of GST compliant 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.
- f) 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.
- g) 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.

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Annexure-"C"

Special Terms & Conditions

(1) TERMINATION OF CONTRACT:

BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the schedule is not strictly adhered to.

(2) SELECTION PROCESS:

(a) The part-I (Technical bid) will be opened first to ascertain PQR and submission of other documents required as per tender requirements. Subject to submission of the required documents and fulfilling PQR Criteria stipulated in the tender, the bidders shall become techno-commercially Qualified for opening of their Price Bids or to participate in reverse auction.

(b) In Part-II bid, Reverse auction (RA) shall be conducted between techno-commercially qualified Bidders. Opening of paper bid may be opted in place of RA.

(3) EVALUATION:

Bidder shall quote their prices in the prescribed format i.e. Price Bid (Annexure-E) enclosed for items given therein. Evaluation shall be done **on the basis of total cost of memento exclusive of all taxes quoted by bidder**. In the event of one or more Bidders quoting identical L-1 price, such bidders would be asked to submit their revised bids in the sealed cover. This process will continue till the L-1 rate is arrived and Rate Contract shall be awarded on the L-1 bidder (excl. tax). BHEL, also reserves the right to opt for reverse auction (online bidding) for determining the lowest bidder which in such case would be communicated at the appropriate time after scrutiny of techno-commercial bids.

(4) DISCREPANCIES & ADJUSTMENT OF ERRORS:

Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. **In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order** and no objection would be entertained by BHEL in this regard. Similarly, if **there is an error in calculation, the calculation shall be corrected by BHEL. In such a case** (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.

(5) ARBITRATION:

(a) In the event of any dispute or difference arising out of the execution of the 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).

(b) Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made hereunder



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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.

- (c) 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.

- (d) Notwithstanding any disputes between the parties, the agency shall not entitled to withhold, delay or defer his obligation, under the contract, and same shall be carried out strictly in accordance with the terms and conditions of the contract.

(6) JURISDICTION:

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

(7) RISK & COST:

If the agency does not work in full or part thereof at the stipulated time, the same will be got done by BHEL at the risk & cost of the agency.

(8) Default / Breach of Contract, Insolvency and Risk Purchase

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



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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 / services not so delivered or others of a similar description where stores / services 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 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/hired.

(9) Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-L) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.



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Annexure "D"

(1) PRE QUALIFYING CRITERIA:

- a) The bidder should have the experience of Similar order executed to PSUs / Centre or State Govt. including Defence Services / Sports Authority of India / Autonomous Institutions / Other reputed private companies. At least one order executed during the last 02 years. (Purchase Orders to be attached after duly signed and stamped by the bidder)
- b) Self-certified copy of PAN card (duly signed and stamped).
- c) Self-certified copy of GST registration (duly signed and stamped).
- d) Average turnover of over Rs. 7.12 Lakhs Per Annum for last 3 financial Years (2014-15, 2015-16 & 2016-17). Copy of balance Sheet / Profit & Loss Account duly audited by CA to be attached with Part-I bid.
- e) Duly signed and stamped complete set of tender documents along with technical bid and required annexures / documents.



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Annexure-"E"

Part-II Bid (Price Format)

SN	Item Description	Quantity	Rate per unit (Rs.) (Excluding Tax)	Total (Rs.) (Excluding Tax)
1	Oval shaped brass Plate, Brass Strip, 24 Carat Gold Plating of Brass Plate, Acrylic base with acrylic cover, packed in a corrugated cardboard box Note : Broad Specifications shall be as per Annexure-A	5653 Nos		

Total cost of per piece (excl tax) in words -

Rupees

Signature

With Name, Designation & seal of the firm

Handwritten signature



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Annexure-"F"

No Deviation Certificate
(To submit in Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:PR:17:101 dated 21.11.2017. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm



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Annexure-"G"

Details of the bidder

Sl. No.	Description	Details (to be filled by bidder)
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile No. of Contact Person	
5	Land Line No., if any	
6	FAX No., if any	
7	E-mail ID of the bidder	
8	PAN No.	
9	GST No.	

Signature

With Name, Designation & seal of the firm

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Annexure-"H"

DECLARATION

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

Signature
With name, Designation & seal of the firm