



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer for the "**procurement of New Year Souvenirs**" as per specifications enclosed at Annexure-F.

Please submit your quotation for the above requirement in 2-part bid which should reach us on or before the due date & time. You are requested to submit your most competitive rates along with all tender documents duly signed and stamped on each page.

SCHEDULE TO TENDER

1.	Tender Reference No.	CO-HRADOPLAN(61)/25/2020-CO-HR-GAX
2.	Tender ID (CPP Portal):	2020_BHEL_572282
3.	Date of Issue of Tender:	20-11-2020
4.	Type of Tender:	Open Tender
5.	Tender Title:	Procurement of New Year Souvenirs
6.	Location of BHEL-premises where supply is to be made	Refer <u>Annexure-J</u>
7.	Last date/ time for receipt of tender:	01-12-2020 by 11:00 AM
8.	Date/ time of opening of (Part-I):	01-12-2020 at 11:30 AM
9.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
10.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
11.	Date/Time of price bid opening:	Will be intimated separately
12.	Minimum Validity of tender offer:	90 days from the due date of submission of offer

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

Meena Thakran
(Meena Thakran)

Dy. Manager (HR-GAX & ISMG)

e-mail: meenat@bhel.in

No. 9625062397/011-66337401



मीना ठाकरान / MEENA THAKRAN

उप प्रबंधक / Deputy Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

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

नई दिल्ली-110049 / New Delhi-110049

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with

any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Bids submitted by post shall be sent by '**REGISTERED POST / COURIER**' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. Bid shall be submitted at BHEL House, Siri Fort, New Delhi – 110049 in the Tender Box placed at Gate-3 Reception area, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL and only be put in the tender box. **Sample may be handed over to tender issuing authority before the due date & time of submission of offer.**

1.2.5. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.3. TENDER OPENING:

1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

1.3.3. Price-bid of techno-commercially disqualified bidders shall not be opened.

1.4. LANGUAGE

1.4.1. The bidder shall quote the rates in English language and international numerals ONLY. The rates shall be entered in figures as well as in words. Rates shall be considered up to TWO



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decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.

- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. The 'tender sample' submitted by the successful bidder (on whom the order will be placed) will be preserved by BHEL for comparison of final supplies by inspection/random checking.
- 1.6. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS**: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.6.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.6.1 and 1.6.2 above.
- 1.6.4. If there is such discrepancy in an 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 the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.7. **PARTICIPATION OF BIDDERS**: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.
- 1.8. **LEGAL STATUS OF THE BIDDER (Who can apply)**:
- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1 In case of a Partnership firm or any other firm excluding proprietorship, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partner;
- 1.9.2 in case of Proprietorship, power of Attorney in favour of the authorized employee(s) of the Bidder;

in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

- 1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' or "Quoted" in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

- 1.11.1. While quoting the "Rate", bidders should consider all cost elements as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract.
- 1.11.2. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- 1.11.3. Lowest "Rate" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

- 1.12. **TENDER EVALUATION / EVALUATION OF BIDS:** All bidders to note that the process for procurement of Souvenirs is primarily a 'sample' based procurement. Such procurement will also involve selection based on various indeterminable parameters by a committee constituted by BHEL. The vendors would be required to submit their offers as under:

- 1.12.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- 1.12.2. The bidders would be required to submit their best samples as per tender terms and conditions within the stipulated price of ₹2000/- (all Inclusive) and quote their best price for the same {maximum limit: ₹2000/- (all Inclusive)} in a separate sealed cover.
- 1.12.3. Selection of Item: All the items of techno-commercially qualified bidders would be displayed for the selection committee. The items would be displayed without disclosing the names of the vendors. The committee shall select a maximum of five samples.
- 1.12.4. The price bid (Part-II Bid) of only samples selected by the committee would be opened and PO would be awarded to the bidder having quoted the lowest price. Only in the event of more than one bidder having quoted identical lowest rates, the bidders would be asked to submit the revised L-1 rates.

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- 1.12.5. Unsuccessful bidders shall collect their items from tendering authority at their own risk and cost within 20 days of finalization of contract.
- 1.12.6. **Outcome of Price-bid opening shall be done on lowest quote basis i.e. lowest "Rate" quoted by the techno-commercially qualified bidder.** This clause may be read in conjunction with Price Bid footnotes.
- 1.12.7. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

- 1.13.1 Within the validity or any extension of contract thereof, rates shall remain **firm** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with bill(s), against the documentary evidence.
- 1.13.2 **The courier charges shall be included in the quoted price irrespective of the destination. No cartage / transportation charges shall be paid by us separately.**
- 1.13.3 The quantity mentioned in the tender is tentative with the variation of +/- 30%.
- 1.14. **VALIDITY OF OFFER:** Offers shall remain valid for **90 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

1.15. REJECTION OF BIDS

- 1.15.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.15.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.15.3 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.15.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded.

- 1.15.6 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.15.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.
- 1.16. "The offers of the bidders who are under suspension and also the offers 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.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.17. The Bidder(s) 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.
- 1.18. NOTE: In case an authorized representative is signing the tender then authorization letter shall be issued for him/her.
- 1.19. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

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	Women 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.

- 1.18.1 MSE suppliers / bidders 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-D**) 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.
- 1.18.2 In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 25% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

For more clarity in this regard, following table is furnished;

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

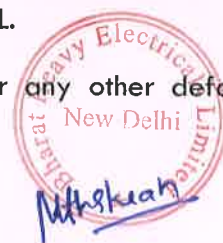
- 1.18.3 The purchase preference to MSE is not applicable for works contracts.
- 1.18.4 **Special provision for Micro and small enterprises owned by SC or ST:** - Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.
- 1.18.5 **Special provision for Micro and small enterprises owned by Women:** - Sub target of 25% (i.e. 3% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by Women Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement earmarked MSE owned by Women Entrepreneurs shall be met from other MSE Enterprises/s.

Definition of MSEs owned by Women Entrepreneurs is clarified as under:

- In case of proprietary MSE, proprietor shall be women;
- In case of partnership MSE, the women partners shall be holding at least 51% share in the Unit;



- iii. In case of Private Limited Companies, at least 51% share shall be withheld by Women promoters.
- 1.18.6 In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 1.18.7 In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.
- 1.18.8 However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.18.9 Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- 1.20. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.19.1 Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.19.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.19.3 Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.19.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.19.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.19.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.



#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

1.19.7 Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

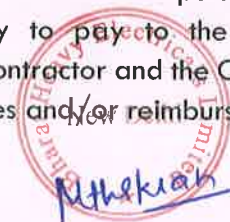
- 1.21. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.22. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.23. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.24. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.25. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.26. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.27. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.28. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.29. The Contractor will be responsible for the quality of the item supplied and will immediately rectify the deficiency pointed out in the item supplied.



- 1.30. SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.31. INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case of any misrepresentation while claiming the payment.
g.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
j.	If Contractor fails to perform any other obligation under the Contract;

- 1.30.1 The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (In whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.30.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.



SETTLEMENT OF DISPUTES

- 1.32. CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.33. ARBITRATION:

- 1.32.1 In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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 seat of arbitration shall be **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- 1.32.2 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 and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

- 1.34. APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only



the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

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

1.34.1 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.

1.34.2 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.

1.36. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further

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necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.37. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. **Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought.** Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.38. Lowest rates received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.39. **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.40. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.
- 1.41. **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.
- 1.42. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.43. **If any information given by the bidder is found to be incorrect at later stage, BHEL reserves the right to reject the bid submitted by bidder / cancel the award of order.**



SECTION-II**SPECIAL TERMS & CONDITIONS OF TENDER****SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1 The material shall be supplied strictly in accordance with the technical specifications specified in the tender.
- 2.2 Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for all requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.3 **Defective items:** The defective items shall be returned to the supplier within 3 months from date of supply, which shall be replaced by the supplier without any extra charge. The suppliers shall have to make unconditional replacement for any damage/defects reported by BHEL during the guarantee / warranty period.
- 2.4 BHEL reserves the right to inspect the material at vendor's premises during manufacturing and/or before dispatch of material. However, dispatch clearance by BHEL before actual dispatch shall be mandatory. Cost of TA/DA/Stay of BHEL individuals coming for inspection, if any, shall be borne by BHEL.
- 2.5 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 the specifications or is found to be of inferior quality.
- 2.6 All items should be in conformity with manufacturer specifications and of standard quality.
- 2.7 The items have to be supplied in properly packaged condition. Each items should be packed separately with greeting message from BHEL & logo, which will be conveyed separately in Purchase Order and delivered in the same packaged condition at locations mentioned at Annexure-J. **There shall be no deviation from the sample submitted by bidder against this NIT.**
- 2.8 Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.).
- 2.9 **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the items to avoid loss or damages during transit. **Each item shall be in an individual packaging box with handle or individual packaging box with carry bag. BHEL Logo & New Year wishes shall be printed/pasted on packaging box / carry bag.**
- 2.10 **The vendor should be OEM/Authorized dealer/sub dealer (OEM has to authorise Dealer/sub-dealer, relevant Authorization certificates to be attached). Offer without Authorization letter will be summarily rejected.**
- 2.11 The cost of each offered Souvenir item payable by BHEL shall be maximum ₹2000/- inclusive of all taxes & freight, packing **with BHEL Logo & New Year wishes** printing/pasting, forwarding charges etc. The vendor has to quote the best suitable item at the above cost. Quotations beyond above rate will be summarily rejected.
- 2.12 The Supplier should necessarily have facility of service after sales during warranty period.

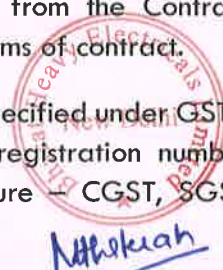


SECTION-III**COMMERCIAL TERMS & CONDITIONS****3. COMMERCIAL TERMS & CONDITIONS:****3.1. PAYMENT TERMS:**

- 3.1.1. GST Compliant Invoice complete in all respect along with all the requisite documents submitted by the vendor will be paid within 30 days of its receipt and final acceptance of BHEL.
- 3.1.2. The 95% payment would be made on the basis of actual number of items provided by the vendor as per tender terms & conditions. Rest 5% of the payment (from each bill) shall be Retention Money. This shall be released after 3 months of successful completion of the contract, including replacements of all defective items. However, this retention money can be released against Bank Guarantee.
- 3.1.3. The Contractor will have to intimate the NEFT details to enable BHEL to credit the payments into the account.
- 3.1.4. No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 3.1.5. **PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:** The Contractor shall raise the bill, in triplicate, along with all the necessary documents. The Contractor shall submit the GST compliant invoice to BHEL. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify and process the bill(s) in line with contractual terms & conditions.

3.2. TAXES & DUTIES:

- 3.2.1. Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 3.2.2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law Provisions.
- 3.2.3. GSTIN of BHEL will be provided to the Contractor along with the Purchase Order.
- 3.2.4. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.2.5. 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- 3.2.6. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 3.2.7. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned


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separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

3.2.8. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

3.4 DELIVERY PERIOD & LIQUIDATED DAMAGES:

3.4.1 **The items shall be supplied within 30 days of placement of purchase order / confirmation of order.** LD for delay in supplies shall be levied @ $\frac{1}{2}$ % per day of the delayed quantities subject to a maximum of 10% of ordered value excl. GST.

3.4.2 If the Supplier fails to deliver the complete P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 0.5% of total order value (of that particular PO) for per day of delay subject to a maximum of 10% of the total order value.

3.4 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.



SECTION-IV**QUALIFYING CRITERIA FOR THE BIDDER(S)****4. PRE-QUALIFICATION REQUIREMENT (PQR)**

- 4.1 **Financial Capability:** Average annual financial turnover during the last 03 years, ending **31st March' 2019** should be at least **₹20.45 lakhs.**
- 4.2 **Past Experience:** The Bidders should be having experience of Manufacturing/Supply/Manufacturing & Supply of similar Souvenir / utility items of the category of "Kitchen appliances /Utensils" in the last 2 years ending on 30st Oct'2020, and they should have supplied similar items to PSUs & Government departments & other reputed companies/Institutions. They should submit the list of clients whom they have supplied the items during the last 2 years ending on 31.10.2020.
- 4.3 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.
- 4.4 **PRE-QUALIFICATION REQUIREMENT (PQR) FOR THE BIDDERS PARTICIPATING AS STARTUPS:** Norms for Startups Medium Enterprises in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017. However, for Startups, PQR spelt out at S. No. 4.3 above shall be applicable.
- 4.5 **PRE-QUALIFICATION REQUIREMENT (PQR) FOR THE BIDDERS PARTICIPATING AS MSEs:** Norms for Micro, Small and Medium Enterprises in Public Procurement shall be relaxed in line with Policy Circular No. 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises. However, for Startups, PQR spelt out at S. No. 4.3 above shall be applicable.
- 4.6 **MAKE IN INDIA:** "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable."
- 4.7 The bidders should be either OEM or they should be authorized dealer/distributor of the OEM.
- 4.8 All the bidders need to submit sample against the quoted item (as per Annexure-F).



SECTION-V
DOCUMENTS REQUIRED

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 5.0 **Audited Copy of Balance Sheets, Profits & loss Account Statements** and **Copy of acknowledgements of IT returns** of last three financial years, ending **31st March' 2019**. In case of unavailability of audited financial statements for any of the last three Financial Years, Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above, for any of above mentioned three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.
- 5.01 Copies of Purchase Orders along with Delivery Challans of similar nature in support of proof of experience during last 2 years ending on 31.10.2020.
- 5.02 Bidder has to submit copies of appropriate business registrations like **PAN, GST registration certificate** as supporting documents against **PQR**.
- 5.03 If bidder is OEM, self-declaration of the same shall be submitted. If bidder is not OEM then authorization letter for participation in this specific tender by OEM & confirmation of back up support (if any) are to be furnished.
- 5.04 Sample of the quoted item as per specifications at **Annexure-F** shall be submitted. For compliance to BHEL required features / properties (of item) as per **Annexure-E**, the bidder is to submit duly filled, signed & stamped copy of **Annexure-F**. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc. may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid. **Non submission of any of sample is liable for rejection.**

Note: The sample shall be properly packed along with details of items offered properly affixed on the packing box. Brochure/User Manual of the product mentioning the Technical specifications, warranty card, etc. shall be supplied within/on the packing box. **Packing of sample shall be same as it will be supplied if the bidder gets selected and order is awarded to him/her.** Technical data / brochure shall be furnished along with techno commercial bid for the item offered. Manufacturer's name, trade Mark or Patent No. if any, should be specified. The tender sample box shall be marked with permanent marker/sticker, with details, as **Name of Supplier, Tender No., Brief Description of Item etc.**

- 5.05 **"No Deviation/Acceptance Certificate"** i.e. **Annexure-A**.
- 5.06 **"Declaration Certificate"** i.e. **Annexure-B**.
- 5.07 Duly filled **"Bidder's General Information"** placed in **Annexure-C**.
- 5.08 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.20 (a)**, along with the offer (or **Annexure-D** as the case may be).
- 5.09 **"E-Banking Mandate Form"** on the Letter Head, as per **Annexure-E**.
- 5.10 Duly signed Un-price bid format (**Annexure-G**).
- 5.11 Duly filled **"Check-List"** i.e. **Annexure - I**.



SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

- 6.01 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in **Section-IV & V above**;

ENVELOPE 2: **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-H)** only.

These two separate covers/envelopes 1 and 2 shall together be enclosed in **third envelope** and this sealed cover shall be superscripted with tender number & due date.

If the Part-2 "Price Bid" (Annexure-H) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further.

- 6.02 The Part-1 of the tender will be opened and evaluated afterwards. Samples of such bidders who qualify in technical bid; shall be displayed to selection committee. Thereafter, Bidders whose sample(s) are selected by "Selection Committee" will only be considered for Price-bid opening. Date of Price-bid opening will be intimated separately to the Techno-commercially qualified bidders.
- 6.03 Part-II shall contain Prices only as per Price Format and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.
- 6.04 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.05 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.



No Deviation/Acceptance Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:

(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

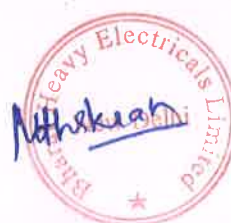
5.

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. 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



DECLARATION CERTIFICATE

(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for contract. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all charges/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature

With name, Designation & seal of the firm



BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

Photograph of
bidder /
authorised
signatory
holding power
of attorney

Sl. No.	Description	Details
1	Name of proprietor	
2	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
3	Full address of operating/branch office/clinic/dispensary/hospital with telephone no, Fax no. & E-mail Address etc.	
4	Permanent Account Number (PAN)	
5	GST	
6	Name of Bidder/ Contact Person	
7	Phone No. of Bidder / Contact Person	
8	E-mail Address of Bidder / Contact Person	
9	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm



Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)
(To be submitted along with Part-1 Bid)

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant



E-Banking Mandate Form

(To be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm



SPECIFICATIONS OF PRODUCT/ ITEM

Sl. No	Product	Brief specification	Other tech. specification, if any	Compliance (Yes / No)	Details of supporting document(s), if any
1	Mixer Grinder with Fruit Filter / Extractor	• Non Slip Rubber Feet: Yes • Number of Jar: 3 (minimum) • Minimum Motor Power (Watt) 750 with 5-year warranty • Input Supply: 230 V, AC • Overload / Over Heat Protection: Yes • Speed Setting: 3 • Cord Plug / Length Copper conductors minimum 1.0 M Cord with 3 Pins Plug Finish Colour Any / Uniform • Fruit Filter / Fruit extractor (suitable for Fruits) -1 (easily fitted in blender jar) • Blender / Juicer Jar Break Resistant Poly Carbonate / ABS Minimum 1.2 L with lid • Multipurpose Jar Stainless Steel / Minimum 1.0 L with lid • Chutney Jar Stainless Steel / Minimum 0.3 L with lid • Blades: Durable & high grade Stainless Steel for Grinding, Blending, Mixing • Warranty Minimum 2 Years (Overall) • Instruction manual — 1 (hardcopy/book)			

Signature

With name, Designation & seal of the firm



PART 'I' – UNPRICE BID

Item Description (with additional item, if any): _____

Item Make & Model: _____

Description (I)	Unit Rate (in ₹) per item, all inclusive (incl. GST) (II)
For approx. 3407 nos. of item (with additional item, if any) as indicated above, in line with <u>Annexure-F</u> & tender terms & conditions.	In figures: _____ In words: _____ _____ _____ _____ write "Quoted" or "Q" if quoted prices against this item in the Part-II bid & "Not Quoted" otherwise. No rate shall be indicated in this Un-Priced Bid.

Note:

- 1- Quoted unit rate at Column (II) shall be all inclusive, i.e. shall include delivery charges, other misc. charges, applicable taxes etc., subject to an upper ceiling of ₹2000.00 per item.
- 2- Quantity is subject to a variation of +/- 30 %.
- 3- **Evaluation Criteria:** The order will be placed on the bidder quoting the lowest rate at Column (II) above, i.e. Lowest 1 or L1 rate as per the evaluation process indicated in the NIT.

Signature
With name, Designation & seal of the firm



PART 'II' – PRICE BID

Item Description (with additional item, if any): _____

Item Make & Model: _____

Description (I)	Unit Rate (in ₹) per item, all inclusive (incl. GST) (II)
For approx. 3407 nos. of item (with additional item, if any) as indicated above, in line with <u>Annexure-F</u> & tender terms & conditions.	In figures: _____ In words: _____ _____ _____ _____

Note:

- 1- Quoted unit rate at Column (II) shall be all inclusive, i.e. shall include delivery charges, other misc. charges, applicable taxes etc., subject to an upper ceiling of ₹2000.00 (all inclusive) per item.
- 2- Quantity is subject to a variation of +/- 30 %.
- 3- **Evaluation Criteria:** The order will be placed on the bidder quoting the lowest rate at Column (II) above, i.e. Lowest or L1 rate as per the evaluation process indicated in the NIT.

Signature
With name, Designation & seal of the firm



ANNEXURE-I**CHECK-LIST**

(To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance			Page No.
1	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	☐ Yes	☐ No	☐ NA	
2	Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business.	☐ Yes	☐ No	☐ NA	
3	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years ending on March'2019.	☐ Yes	☐ No	☐ NA	
4	Acknowledgement of I-T return of last three Financial Years ending on March'2019.	☐ Yes	☐ No	☐ NA	
5	Copies of Purchase Orders along with Delivery Challans of similar nature & size in support of proof of experience during last 2 years ending on 31.10.2020.	☐ Yes	☐ No	☐ NA	
6	Bidder's General Information i.e. Annexure-C.	☐ Yes	☐ No	☐ NA	
7	"E-Banking Mandate Form" on the Letter Head, as per Annexure-E.	☐ Yes	☐ No	☐ NA	
8	Sample of the quoted item as per specifications at Annexure-F.	☐ Yes	☐ No	☐ NA	
9	Un-Price Bid i.e. Annexure-G.	☐ Yes	☐ No	☐ NA	
10	PRICE BID i.e. Annexure-H	☐ Yes	☐ No	☐ NA	
11	"Check-List" i.e. Annexure - I.	☐ Yes	☐ No	☐ NA	
12	If bidder is OEM, self-declaration of the same shall be submitted. If bidder is not OEM then authorization letter for participation in this specific tender by OEM & confirmation of back up support (if any) are to be furnished.	☐ Yes	☐ No	☐ NA	
13	Signed & stamped complete tender document	☐ Yes	☐ No	☐ NA	
14	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	☐ Yes	☐ No	☐ NA	

Signature

With name, Designation & seal of the firm



LOCATIONS & DETAILS FOR DELIVERY

S. No.	Delivery Address	Nos. of Souvenir items to be supplied
1	BHEL House, Siri Fort, New Delhi – 110049	1038
2	Industry Sector, Lodhi Road, New Delhi	271
3	Kribhco Bhawan Noida, U.P.	177
4	PEM & PSNR, Noida	997
5	Hyderabad	17
6	Kolkata	37
7	Vadodara	20
8	BHEL PSSR, 690 (old 474), EVR Periyar Building, Anna Salai, Nandanam, Chennai, Tamil Nadu 600035	850
		Total: 3407

Note: The tender volume may also be used to service demand across PAN India, who may join in time and same shall be intimated later. Hence depending upon BHEL requirements, the successful bidder(s) shall be required to arrange and provide the selected item across PAN India within $\pm 30\%$.

Signature

With name, Designation & seal of the firm

