

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. of India undertaking)



Enquiry No. PE-LPE/289 Dtd. 26/12/2017

Due Date: 16/01/2018 by 11:30 AM

Open Tender Enquiry

Subject: Rate Contract for Supply of Stamps and Name Plates for two years at PS-PEM, BHEL, Noida.

Dear Madam/ Sir,

Most competitive rates are invited from bidders for Rate Contract for Supply of Stamps and Name Plates for BHEL PS-PEM Sector 16A Noida. Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 11:30 A.M. on or before the above mentioned due date.

Scope: For Scope of refer Technical Terms and Conditions enclosed with NIT.

Delivery: As per clause no. 4 of Technical Terms and Conditions of NIT.

Payment Schedule: Refer clause no 3 of Technical Terms and Conditions of NIT

Penalty Refer clause no 5 of Technical Terms and Conditions of NIT.

Evaluation: Evaluation will be done on the Total amount 'T' quoted as mentioned in price format (Annexure 'B').

Validity of Rates: The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. After awarding the work, Prices shall remain firm without any variation till completion of contract.

EMD/Bank Guarantee/Security deposit: Nil.

Pre-qualifying requirements (PQR): Refer NIT. Bidders to submit required documents with bid as a proof of meeting PQR.

All other terms & conditions, Commercial Terms & Conditions and General Terms shall be as per NIT.

Enclosure:

- (i) PQR,
- (ii) Price Format (Annexure 'B'),
- (iii) Technical Terms and Conditions and
- (iv) Commercial Terms and Conditions.

Yours faithfully,
For and behalf of BHEL,

भारत भारतीय विद्युत् कर्षण लिमिटेड/भारत भारतीय विद्युत् कर्षण लिमिटेड
उत्तर क्षेत्र-परियोजना प्रबन्धन प्रमोशन
Power Sector-Project Engineering Management [Tushar Kuril/ Dy. Manager/CMM]
प्लॉट नं.-25, नं.कडर-16ए, नोएडा-201 301
Plot No. 25, Sector-16A, Noida-201 301



Ref: PE-LPE/289 Dtd. 26/12/2017- : Rate Contract For Supply of Stamps and Name Plates

Annexure-'I'

PQR

- 1) The Bidder should have experience of similar work i.e. supply of Stamps or Name Plates in last three years ending on 30.11.2017 to PSUs / Government Departments / Ministries / Government Bodies / Companies / Institutions.
Supporting Documents: Copy of orders.
- 2) GST Registration: Copy of GST registration certificate
- 3) Copy of PAN Card
- 4) The bidder should have a local office in Delhi-NCR.

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **11:30 A.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- d) Copy of PAN Card, GST registration and proof of local office in Delhi-NCR duly signed and stamped by the bidder.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal **super scribed** with:

- i) correct Enquiry No.,
- ii) Item of supply,
- iii) due date of opening and
- iv) **'Part-1: techno-commercial bid'**.

PART -2: PRICE BID

This part shall contain Prices only 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.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and **'part -2: price bid'**.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh Tushar Kuril / Dy.Manager (MM) & Sh I P Singh/ Sr. Mgr. (MM)

Tender Room,

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301 (U.P.)

e-mail: tkuril@bhel.in

Mob. No-Phone no. 0120-4368582, 4368749



2. **BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 03:00 P.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.
8. Late tenders will be rejected.
9. Contract value means Grand total contract value including all taxes.
10. **EVALUATION CRITERIA:** Evaluation will be done on the Total amount 'T' quoted as mentioned in price format. In the event of more than one bidder having quoted identical lowest rates, work shall be awarded to the bidder having higher of average financial turnover of last three years.
11. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.
12. **PACKING AND MARKING:** The supplier shall be responsible for the goods being properly and adequately/sound packed to avoid any loss or damage during transit.
13. **PAYMENT TERM:**
As per clause 3 of Technical Terms and Conditions. Other required document means:
 - a) GST Compliance Invoice (clearly mentioning the GST number of vendor and GST number of BHEL).
 - b) Product Warranty Card (if any).
 - c) Copy of PAN Card,
 - d) GST undertaking and,
 - e) NEFT Details (for first time vendor, cancelled cheque)
14. **SUBMISSION OF INVOICE:** All Invoices along with specified documents shall be submitted in duplicate, to HR-GAX Department. Of BHEL/PS-PEM, BHEL, PPEI, NOIDA-201301.
15. **PRICE DISCREPENCY:**
 - a) 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 the quantity), the unit price shall prevail and the total price will be 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 will be corrected accordingly.
 - b) 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



- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) 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, the bid is liable to be ignored.
- e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.
16. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.
- 17. TAX DEDUCTION AT SOURCE:**
Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
- 18. TERMINATION OF CONTRACT:**
If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.
- 19. DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

Annexure- 'II'

GENERAL TERMS AND CONDITIONS

20. ARBITRATION

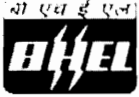
In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Noida.

21. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

22. RESOLUTION OF DISPUTES



- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

23. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.
- iv) Any new tax structure as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

18. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

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**DETAILS OF BUSINESS**

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm/Authorized Distributor/ Authorized dealer		
2.0	The tenderer in case of Authorised Distributor/ Authorised dealer shall submit the valid authorisation letter for sales & service from Prime equipment manufacturer.		
3.0	Address for communication		
4.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax) (Email)		
5.0	Name of proprietor / partner		
6.0	Name of Bankers		
7.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
8.0	Any other information		



Annexure-‘IV’

Acceptance Letter / No Deviation Certificate

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

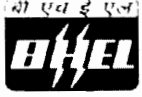
Or

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: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)

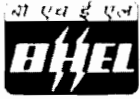


Annexure-‘V’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)



TECHNICAL DETAILS
For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
GST Registration No.	



NEFT Application Form

**Name of the firm/Authorized
Distributor/Authorized:**

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation



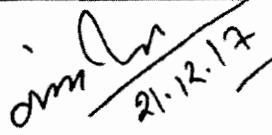
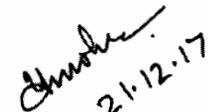

Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

ANNEXURE – A

TECHNICAL TERMS AND CONDITIONS

- Scope:** Rate contract for supply of Rubber Stamps and Name Plates as per the specifications and "Price schedule cum BOQ." The quantities mentioned in BOQ are indicative only.
- Contract Period:** The rate contract shall be for a period of Two years from the effective date of start of contract.
- Payment terms:** 100% payment shall be released after supply & acceptance of material at our end. The payment shall be processed against submission of GST invoice and other required documents.
Item(s) supplied, if found defective or not as per the specifications, will be rejected and the same has to be replaced by vendor. No payment shall be made for defective items.
- Delivery:** As and when required, the requirement shall be intimated to the vendor through e-mail/phone. The vendor has to supply the ordered items as per the specifications within Ten (10) days from the date of intimation (including any clarification related to requisitions, submission of proof, confirmation of proof from our end etc.).
- Penalty clause:** In case of delivery delayed beyond stipulated time, penalty at the rate of 0.5% per day of delay limited to 10% of the ordered value shall be applicable.
- Risk & Cost purchase:** The purchaser reserves the right to purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods in the event of either vendor denies to supply or fails to deliver within the stipulated delivery period.
The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to the penalty @ 10% of the value of such items as per contract.

 21.12.17 (KAMAL KUMAR) DY. ENGR. (HR-GAX)	 21.12.17 (YUVRAJ MOHAN) SR. ENGR. (HR-GAX)	 21/12/17 (HITESH KUMAR) SR. MGR. (HR-GAX)
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PRICE FORMAT

Enquiry No. PE-LPE/289 dtd:26-12-2017

Sub: Rate Contract for Supply of Stamps and Name Plates

S. NO.	DESCRIPTION OF ITEMS	QUANTITY (Nos.)	HSN Code	RATE (Rs.)	GST %	GST AMOUNT (Rs.)	TOTAL (Rs.)
		A	Z	B	C	D = B x C%	F = C + E
1	Stamp self-Inking (Turbo) Specification: Medium Mould-44X36 mm, 5 lines maximum, Self-Inking Stamps with Turbo/Citizenmould foam rubber Inkpad and computerized nylon Stamp Base.	100	9611	Derived =(X x 10%)	18%	Derived	Derived
2	Stamp self-Inking (Turbo) Specification: Medium Mould-57X21 mm, 9 lines maximum, Self-Inking Stamps with Turbo/Citizenmould foam rubber Inkpad and computerized nylon Stamp Base.	100	9611	Derived =(X x 11%)	18%	Derived	Derived
3	Stamps Pre Inked (Presto) (Presto/Perma/Shyam/Flash) Specification: Size 44X18 mm	100	9611	Derived =(X x 14%)	18%	Derived	Derived
4	Stamps Pre Inked (Presto) (Presto/Perma/Shyam/Flash) Specification: Size 62X31 mm	200	9611	Derived =(X x 34%)	18%	Derived	Derived
5	Stamp Wooden/Plastic Specification: base with extra lines above 4 lines for more than 3" line size.	20	9611	Derived =(X x 1%)	18%	Derived	Derived
6	NAME PLATES- ACRYLIC Specification: 3mm thick acrylic sheet of Vinyl LG, Base colour deep blue or deep bottle green (according to colour of cubicle) and front colour white, imported double type of 1 mm thickness, one plate for name, Hindi language only. Size-(7"X2"). Or rest as per sample.	200	8310	Derived =(X x 12%)	28%	Derived	Derived
7	NAME PLATES- STEEL Specification: 18 guage, steel grade 304 – high quality, mirror finished, etching, imported double tape with 1 mm thickness, Hindi language only. Size-(8"X3"). Or rest as per sample.	30	8310	Derived =(X x 7%)	28%	Derived	Derived
8	NAME PLATES- STEEL Specification: 18 guage, steel grade 304 – high quality, mirror finished, etching, imported double tape with 1 mm thickness, Bilangual. Size-(12"X3"). Or rest as per sample.	30	8310	Derived =(X x 11%)	28%	Derived	Derived
TOTAL VALUE (₹) =				₹T/-	Grand Total =		Derived

TOTAL VALUE (₹) = T = ₹ _____/-

Quoted price i.e. "T" in Rupees (in words) = _____

- NOTE:**
- 1- Evaluation shall be done on total value i.e. "T".
 - 2- The quoted price shall remain **FIRM** for entire contract period.
 - 3- The quoted price should be inclusive of all i.e. visits, material, labor, delivery etc.
 - 4- Bidder has to quote Total Value 'X' (in figures & words) & fill values in col. B above also. Based on this price, unit price as well as Grand total price shall be derived by BHEL for all items as per formula indicated above.
 - 5- Clause no 10 (PRICE DISCREPENCY), of Commercial Terms and Condition shall be prevailing in case of dispute.