



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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

No. AA: GAX:19:VC:01

Date: 23.04.2019

Submission of tender on 06.05.2019 by 11:00 AM

Due date for opening on 06.05.2019 at 11:30 AM

Subject: Rate Contract for printing & supply of visiting cards

Dear Sir(s),

BHEL invites bidders for entering into 2 years' rate contract for printing & supply of visiting cards. Quotations are invited in two part bids in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the subject tender subject to acceptance of the tender Terms and Conditions.

The offer is to be submitted in two-part bid in sealed covers. The quotation should reach to the undersigned at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 11:00 A.M. on or before the due date (06.05.2019). BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. Any corrigendum to this tender, if issued by BHEL in future, will be uploaded on the BHEL website (www.bhel.com) & e-procurement portal of government of India (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the mentioned websites regularly. Any clarification, if required, should be sought from the undersigned. The tender documents consist of the following:

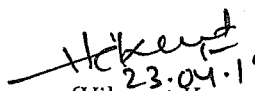
S.No	Description/Instructions
1.	a) Supply of subject cited requirement of item as per specifications mentioned in the price format. b) Rates must be submitted in the enclosed price format only and rates mentioned in any other area within the tender document shall not be considered. The rates shall remain valid/firm for a period of two years. The same may however be extended further for a period of 3 months with mutual agreement, in writing, on the same Rates, Terms and Conditions. c) Terms & Conditions (Annexure-"A"). d) General Terms and Conditions (Annexure-"B") e) Deviation/ No deviation certificate (Annexure-"C") f) Declaration (Annexure-"D") g) Details of Business (Annexure-"E") h) Price Bid Format (Annexure-"F") i) Unprice Bid (Annexure- "G")

H. K. S.
23.04.19

2.	IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH: 1. The offer shall be considered if submitted as per our specifications/sample otherwise no considerations will be given if it is not as per our requirement. 2. Vendors must go through all the Annexure carefully before submitting the bid. 3. Vendors are advised to check the samples of different types of Visiting Cards before quoting their rates as no change in rates shall be entertained during the course of the contract period once the tender is finalized. The samples are available with the undersigned. The cards which are as per standards of BHEL shall be acceptable only. 4. The prices must be quoted in the enclosed Price Format only. 5. Delivery of goods shall be made at BHEL House, Siri Fort, New Delhi. 6. Payment shall be made within 20 days against acceptance of the material. 7. Bids with deviations are liable for rejection. Hence your offer should be submitted only if the enclosed terms and conditions are acceptable to you.
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Quotations in Part-I and Part-II shall be submitted in separate sealed envelopes and the same can be put together in one sealed envelope. Part-I offers of the parties shall be opened on the **due date of opening i.e. 06 of May, 2019 at 11:30 AM** in the presence of authorized representatives of the parties who may like to be present. **Bidders are required to bring sample (specification given in Annexure – G) along with them. Only those bidders will be qualified for Part-II bid opening whose sample cards will be accepted satisfactorily and who have also submitted the complete, signed and stamped tender documents and Annexure as required. The decision of BHEL regarding the same shall be final and binding.** Please mention enquiry No., date, Supplier's No. and Quotation due date on the envelope for all future correspondences. Due date of opening of Part-II offers shall be informed separately. This notice for inviting the bids shall also form a part of the tender documents.

Thanking you,


 23.04.19
 (Vikrant Kumar)
 Dy.Manager (HR-GAX& ISMG)

Annexure A

Terms & Conditions

1. The material shall be supplied strictly in accordance with the specifications / sample mentioned in the price format.
2. The bidders are required to submit their rates in the "Price Format" (enclosed) by super scribing the tender No. and due date on the envelope. **The envelope containing price bid along with other tender documents should be sealed in a large envelope. The price bid, if not sealed in a separate envelope shall lead to cancellation of the bid. Rates shall be quoted both in words and figures.** In case of any discrepancy in the values, the higher value shall be considered for evaluation & lower value for ordering. **The offer shall remain valid for a period of 90 days from the date of opening of bids.**
3. Tenders shall be received upto 11.00 AM and Part-I bids will be opened at 11.30 AM on the same day i.e. due date in the presence of bidders or their authorized representatives whomsoever may like to be present.
4. Delayed tenders are liable to be rejected.
5. The Bidder should have a valid PAN card. Service Tax/ VAT or any other taxes, if any, shall be paid as per Govt. rules provided copy of certificate of registration for the same is submitted with the tender documents
6. Bidders must note that the total quantity mentioned in the Price Bid format shall not be printed in one go. However, the order shall be given to successful bidder based upon the requirement of BHEL during the contract period of 2 Years.
7. Samples submitted at the time of submitting tender shall be checked with the samples available with BHEL and bidders whose samples are as per BHEL's standards shall only be qualified for price evaluation i.e. part-II bid.
8. Material supplied if found of inferior quality, will be rejected by us and the same has to be replaced free of cost. No payment shall be made against rejected / defective supply.
9. The rate of the cards shall remain firm for the above contract period of two years. The same may however be extended further for a period of 3 months with mutual agreement, in writing, on the same Rates, Terms and Conditions.
10. **Evaluation criteria** – Annual Rate Contract shall be placed on single party who shall quote overall L-1 rates, in total terms (BOQ mentioned in Price Bid Format is indicative only and the same shall be considered for bid evaluation purposes only). The overall L1 would be based on "TOTAL AMOUNT" mentioned in the Price Bid. The bidder has to quote for all types of cards mentioned in the price bid format.
11. The decision of BHEL in evaluation of bids and/or award of contract shall be final. BHEL may accept / reject any offer without assigning any reason.
12. Bidders must have their registered establishment in Delhi within 3 KM radius from our office address located at BHEL House, Siri Fort, New Delhi-49.

H. K. Gupta
23.04.19

13. **CONTRACT PERIOD**

The contract shall be awarded for a period of two years initially. It may be extended further for another 3 months with mutual consent in writing, on the same rates, terms and conditions. BHEL, however, reserves the right to terminate the contract at any time in between by giving one month notice in advance without assigning any reason.

14. **TAXES AND DUTIES**

a) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as mentioned in revised payment terms in annexure C) in the name of respective BHEL Corporate Office.

b) The contractor has to submit their GST registration certificate to Bharat Heavy Electricals Limited, Corporate Office, BHEL House, Siri Fort, New Delhi-49 within 30 days from the acceptance of revised rate Contract. GSTIN of BHEL will be provided to the contractor by BHEL Corporate Office within 30 days from the placement of revised Rate contract.

c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

d) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

e) Contractor shall issue GST compliant invoice under his GSTIN and other GST compliant tax invoice in line with GST law.

f) Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

g) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (f) above.

Hebert
23.04.19

h) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

15. **PAYMENT TERMS**

(i) The bills along with supporting vouchers shall be accepted on monthly basis and the payment, excluding GST & notional interest thereon, shall be made within 20 days from the date of submission of the bills, complete in all respects & conditions mentioned in Clause no. 1 above (Taxes & Duties).

(ii) Penalty will be levied for poor quality of material supplied as per the clause no. 16 of tender enquiry number AA: GAX: 19: VC: 01 Dated 23.04.2019.

(iii) GST on LD (if any) shall be applicable.

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

16. **PENALTY CLAUSE**

No payment shall be made against rejected / defective supply. The required cards shall be supplied within 5 days time of placement of order. In case of supply is delayed beyond the agreed period; BHEL reserves the right to levy LD @ ½% per day of delay subject to maximum of 10% of ordered value.

17. The bidder should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.

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

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

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

20. **PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids should reach the tender box placed at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 11:00 AM on or before the due date (06.05.2019).

H. Kumar
23-04-19

PART-I: TECHNO-COMMERCIAL BID

This part shall contain the following documents duly signed and stamped:

- a) The complete tender enquiry downloaded from BHEL site signed and stamped on each page by bidder.
- b) Deviation/ No deviation certificate as per **Annexure - C**.
- c) Declaration as per **Annexure-D**.
- d) **Copy of PAN Card**.
- e) Details of business (**Annexure-E**).
- f) Unprice Bid (**Annexure- "G"**)
- g) **Copy of address proof(Electricity bill/Tel. Bill/Certificate of incorporation/ITR/any other similar proof issued by competent authority) in support of clause no. 13**

PART-II: PRICE BID

Part-II shall contain Prices only as per Annexure - F 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.

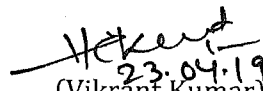
This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with correct Tender Enquiry No., due date of opening and 'Part-II: PRICE BID'. Rates shall be quoted both in words and figures. In case of any discrepancy in the values, the higher value shall be considered for evaluation & lower value for ordering.

Note:

"Bidder must note that the bid should be submitted as per the details given at clause no. 20 (Procedure for Submission of Sealed Tenders) of tender enquiry dated 23.04.2019. Price to be filled-in strictly as per the Price Bid Format (Annexure-F). Failing to do so shall lead to rejection of Bid."

"Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected."

21. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com


23.04.19
(Vikrant Kumar)
Dy.Manager (HR-GAX& ISMG)

Annexure B

General Terms & Conditions1. ARBITRATION

- a) Except as provided elsewhere in this contract, 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 of 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 Head of the BHEL Unit/Region/Division issuing the Contract.

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 at New Delhi.

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

Subject to the arbitration in terms of Clause 1 above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

H. K. K. K.
23.04.19

2. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

3. JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any 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.
- b) 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.

H. Kumar
23.04.19

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Annexure-C

DEVIATION/ NO DEVIATION CERTIFICATE

1.

2.

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No.:AA:GAX:19:VC:01 dated 23.04.2019. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Date:

Authorized signatory

(With sign. & stamp)

H. Kumar
23.04.19

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Annexure-D

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court. Also we have read and understood all the terms and conditions of this tender enquiry.

Date:

Authorized signatory
(With seal)

H. K. K. K.
23.04.19

Annexure- E

DETAILS OF BUSINESS

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

1.	Name of the firm/Authorized Representative	
2.	Address for communication	
3.	Registered Office, if any :	
4.	Location of office :	
	Telephone No.: (Office) (Res) (Mobile) (Fax) (email Address) (Website Address-if any)	
5.	Name of proprietor / partner	
6.	Name of Bankers	
7.	Date/year of commencement of Business	

Handwritten signature
23.04.19

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Annexure- F

PRICE BID

S. No.	Specification	Qty. (for two years)	Unit Rate (Rs.) (per box)	Total Amt. (Qty. x unit Rate)
1.	Printing : Screen Printing Paper : 300 gsm Recycled art card as per the given colour Size : 55 x 88 mm Fonts/Point Size : i)English : Name: Humnst 777 BT 10 point Bold Italic Black Designation: Humnst 777 BT 8 point Bold Italic Black Bharat Heavy.....: Humnst 777 BT 8 point Bold BHEL Blue Address: Humnst 777 BT 7 point Black A global engineering enterprise....: Humnst 777 BT 7 point Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue ii) Hindi : Name: Kruti Dev 013, 12 pt. Black Designation: Kruti Dev 012, 9 pt. Black Bharat Heavy.....: Kruti Dev 011, 10 pt. Blue Address: Kruti Dev 010, 8 pt. Black A global engineering enterprise... (in Hindi): Kruti Dev 010, 8 pt. Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue	620 boxes (each box having 100 cards)		
2.	Digital Printed Visiting Cards (As per Sample)	290 boxes (each box having 100 cards)		
3.	Digital Printed Visiting Cards with Photographs (As per Sample)	100 boxes (each box having 100 cards)		
Total Value				

NOTE: The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates. The samples are available with Sh Vikrant Kumar, Dy.Manager, BHEL. The cards which are as per standards of BHEL shall be acceptable only

The rates are inclusive of all taxes and charges applicable.

(Signature of bidder)

Name, address and contact details of the bidder

Vikrant
23.04.19

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Annexure- G

UNPRICE BID

S. No.	Specification	Qty. (for two years)	Unit Rate (Rs.) (per box)	Total Amt. (Qty. x unit Rate) (Rs.)
1.	Printing : Screen Printing Paper : 300 gsm Recycled art card as per the given colour Size : 55 x 88 mm Fonts/Point Size : i) English : Name: Humnst 777 BT 10 point Bold Italic Black Designation: Humnst 777 BT 8 point Bold Italic Black Bharat Heavy.....: Humnst 777 BT 8 point Bold BHEL Blue Address: Humnst 777 BT 7 point Black A global engineering enterprise....: Humnst 777 BT 7 point Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue ii) Hindi : Name: Kruti Dev 013, 12 pt. Black Designation: Kruti Dev 012, 9 pt. Black Bharat Heavy.....: Kruti Dev 011, 10 pt. Blue Address: Kruti Dev 010, 8 pt. Black A global engineering enterprise... (in Hindi): Kruti Dev 010, 8 pt. Black BHEL logo: C-100%, M-90%, Y-30% Background: Y-10% (Match it with the art work) Line: 0.5 pt. Blue	620 boxes (each box having 100 cards)		
2.	Digital Printed Visiting Cards (As per Sample)	290 boxes (each box having 100 cards)		
3.	Digital Printed Visiting Cards with Photographs (As per Sample)	100 boxes (each box having 100 cards)		
Total Value				

NOTE: The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates. The samples are available with Sh Vikrant Kumar, Dy.Manager, BHEL. The cards which are as per standards of BHEL shall be acceptable only

The rates are inclusive of all taxes and charges applicable

(Signature of bidder)
Name, address and contact details of the bidder

Handwritten signature
23.04.19