

Tender No.: AA:GAX:CP:14:117

Date: November 17, 2014

BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Due date: November 27, 2014

Subject: Annual Rate Contract for supply of Rubber Stamps

Dear Sir(s),

BHEL invites bidders for entering into an annual rate contract for the supply of Rubber stamps. Quotations are invited in a sealed cover with enquiry No., date and Quotation due date legibly super-scribed on it, for the subject tender as per the enclosed terms and conditions. The quotations should reach in the office of the undersigned by 11:00 Hrs on or before the due date. BHEL will not be responsible for 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:

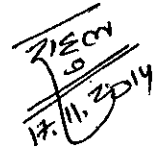
Sl No	Description/Instructions
1.	<p>a) Terms & Conditions (Annexure-"A"). b) General Terms and Conditions (Annexure-"B") c) No deviation certificate (Annexure-"C") d) Declaration (Annexure-"D") e) Check List (Annexure-"E") f) Details of Business (Annexure-"F") g) Price Bid Format (Annexure-"G") h) Unpriced Bid (Annexure- "H") i) NEFT format (Annexure-"I")</p> <p><u>IMPORTANT INSTRUCTIONS TO BE COMPLIED WITH</u></p> <ol style="list-style-type: none">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 these Annexure carefully before submitting the bid.3. The prices must be quoted in the enclosed Price Format only.4. Delivery of goods shall be made at BHEL House, Siri Fort, New Delhi5. Payment shall be made within 20 days against acceptance of the material. No interest shall be paid in case of delay in payment.

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The bids shall be opened on the due date of opening i.e. 27th November 2014 at 11:30 hrs in the presence of authorized representatives of the parties who may like to be present. Please mention enquiry No., date, Supplier's No. and Quotation due date in all future correspondences. This notice for inviting the bids shall also form a part of the tender documents.

Thanking you,

A handwritten signature in black ink, appearing to read 'Rahul Singh', with the date '17.11.2014' written below it.

(Rahul Singh)
Engineer (HR-GAX)
II floor, C wing

Corporate Office, BHEL House, Siri Fort, New Delhi – 110049. Phone No: 011-6633 7437

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 including taxes in the "Price Format" (enclosed) (Annexure B) by super scribing the tender No. and due date on an 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 inclusive of all taxes and should be written promptly. Corrections, if any, must be counter signed. In case of any discrepancy in the values, the higher value shall be considered for evaluation & lower value for ordering. The offer shall remain valid for a period of 60 days from the date of opening of Price bids or 90 days from opening of Techno-Commercial Bid.
3. Tenders shall be received upto 11.00 AM and will be opened at 11.30 AM on the same day i.e. due date in the presence of bidders or their authorized representatives whom so ever may like to be present.
4. Delayed/ Incomplete tenders are liable to be rejected.
5. The Bidder should have a valid PAN card.
6. 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.
7. The rubber stamps as mentioned in the tender shall be supplied as and when required as per BHEL requirement.
8. Material supplied if found of inferior quality, will be rejected by us and the same shall be replaced free of cost. No payment shall be made against rejected / defective supply.
9. Best efforts shall be made to release 100% payment within 20 days time against satisfactory supply of material and submission of bill supplier through NEFT after deducting TDS etc. However, no interest shall be paid for delay in making the payments.
10. The basic rates of the Stamps shall remain firm for the above contract period of one year. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.

11. Supply of subject cited requirement of items as per specifications mentioned in the price format.
12. Evaluation criteria – Annual Rate Contract shall be placed on single party who shall quote overall L-1 rates (BOQ mentioned in Price Bid Format is indicative only and the same shall be considered for bid evaluation purposes only). The overall L1 would be based on “TOTAL AMOUNT” mentioned in the Price Bid. In order to ensure status quo of L-1 bidder during the execution of the contract, Overall L-1 bidder shall be required to match the itemized L-1 rates in the tender. The bidder has to quote for all the stamp sizes and categories in the price bid format. However, BHEL also reserves the right to split the order.
13. The decision of BHEL in evaluation of bids and/or award of contract shall be final. BHEL may accept / reject any offer without assigning any reason.
14. Bidders must have their establishment / works in NCR Delhi.

15. **CONTRACT PERIOD:**

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

16. **PAYMENT TERMS:**

(i) Payment will be made on monthly basis through NEFT after submission of bill subjected to satisfactory performance of work. TDS (as applicable) shall be deducted at the applicable rate. No advance payment shall be made by BHEL.

(ii) Penalty will be levied for poor quality of material supplied as per the penalty clause.

17. **Penalty Clause :**

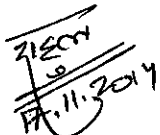
- (i) No payment shall be made against rejected / defective supply. In addition to this, BHEL reserves the right to levy a penalty subject to a maximum of 10% of the cost of the inferior / defective quality of material supplied.
- (ii) The required stamps shall be supplied within 5 days time on placement 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.

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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.

19. 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


(Rahul Singh)
Engineer (HR-GAX)

Annexure B

General Terms & Conditions

1. ARBITRATION

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

2. LAWS GOVERNING THE CONTRACT

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

3. JURISDICTION OF COURT

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

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

a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

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Annexure C

NO DEVIATION CERTIFICATE

This is to certify that our bid no. _____ dated _____
against your NIT no. _____ dated _____ for supply of
rubber stamps in BHEL offices

(i) Has no deviation.

OR,

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

1.

2.

3.

4.

Date:

Authorized signatory
(With sign. & stamp)

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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)

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Annexure E

CHECK LIST

Sl.No	Documents attached	Yes/No
1	Signed & stamped complete tender enquiry(including first two pages)	
2	No Deviation certificate (Annexure – C)	
3	Declaration (Annexure – D)	
4	Checklist (Annexure-E)	
5	Details of business (Annexure-F)	
6	Price Bid(Annexure – G)	
7	Unpriced Bid (Annexure – H)	
8	NEFT Format (Annexure-I)	
9	Pan card copy	
10	Service Tax/ VAT registration No.	

Annexure F**DETAILS OF BUSINESS**

The Contractor shall furnish the following information along with Part-1 bid for Rate Contract for hiring of Registered Taxis.

1.0	Name of the firm/Authorized Representative	
2.0	Address for communication	
3.0	Registered Office, if any :	
4.0	Location of office :	
	Telephone No. (Office) (Res) (Mobile) (Fax) (email Address) (Website Address-if any)	
5.0	Name of proprietor / partner	
6.0	Name of Bankers	
7.0	Date / year of commencement of Business	

Annexure G**PRICE BID****1. Self inking - Turbo / Citizen Stamps**

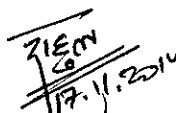
Sl. No.	Description of material	Qty (No)	Unit Rate (Rs.) (Including Taxes)	Total (Qty.x Unit rate)
1.	Self Inking Stamps with Turbo/Citizen Mould, Foam Rubber inepad and computerized nylon stamp base			
(i)	Small size 33x11 mm (2 lines, 7.5 pt.)	06		
(ii)	Medium size 44x16 mm (5 lines, 7.5 pt.)	01		
(iii)	Big size 57x21 mm (4 lines, 12 pt.)	01		
(iv)	Big size 57x21 mm (10 lines, 6.5 pt.)	10		
(v)	Big size 57x21 mm (8 lines, 7.5 pt.)	02		

2. Presto or Equivalent (Spring System) Stamps

Sl. No.	Description of material	Qty (No)	Unit Rate (Rs.) (Including Taxes)	Total (Qty.x Unit rate)
2.	Presto or Equivalent Stamps (Spring System)			
i	Presto or Equivalent Stamps (Spring System) size 46x26 mm	05		
ii	Presto or Equivalent Stamps (Spring System) size 57x17 mm	08		
iii	Presto or Equivalent Stamps (Spring System) size 37x37 mm	32		
iv	Presto or Equivalent Stamps (Spring System) size 78x40 mm	300		
v	Presto or Equivalent Stamps (Spring System) size 40x14 mm	04		
vi	Presto or Equivalent Stamps (Spring System) size 62x31 mm	10		
3.	Dater Stamp (Standard make / specifications)	14		
TOTAL AMOUNT (To be considered for Evaluation)				

NOTE: The bidder has to quote for all the stamp sizes and categories in the price bid format. The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates.

BHEL reserves the right to ask the overall L1 bidder to match the item wise L1 rates of the remaining items for which the overall L1 bidder is not L1 - to ensure the status quo of the L1 bidder during the execution of the contract.


 (Rahul Singh)
 Engineer (HR-GAX)

Annexure HUNPRICED BID**1. Self inking - Turbo / Citizen Stamps**


Sl. No.	Description of material	Qty (No)	Unit Rate (Rs.) (Including Taxes)	Total (Qty.x Unit rate)
1.	Self Inking Stamps with Turbo/Citizen Mould, Foam Rubber inkpad and computerized nylon stamp base			
(i)	Small size 33x11 mm (2 lines, 7.5 pt.)	06	Q	
(ii)	Medium size 44x16 mm (5 lines, 7.5 pt.)	01	Q	
(iii)	Big size 57x21 mm (4 lines, 12 pt.)	01	Q	
(iv)	Big size 57x21 mm (10 lines, 6.5 pt.)	10	Q	
(v)	Big size 57x21 mm (8 lines, 7.5 pt.)	02	Q	

2. Presto or Equivalent (Spring System) Stamps

Sl. No.	Description of material	Qty (No)	Unit Rate (Rs.) (Including Taxes)	Total (Qty.x Unit rate)
2.	Presto or Equivalent Stamps (Spring System)			
i	Presto or Equivalent Stamps (Spring System) size 46x26 mm	05	Q	
ii	Presto or Equivalent Stamps (Spring System) size 57x17 mm	08	Q	
iii	Presto or Equivalent Stamps (Spring System) size 37x37 mm	32	Q	
iv	Presto or Equivalent Stamps (Spring System) size 78x40 mm	300	Q	
v	Presto or Equivalent Stamps (Spring System) size 40x14 mm	04	Q	
Q	Presto or Equivalent Stamps (Spring System) size 62x31 mm	10	Q	
3.	Dater Stamp (Standard make / specifications)	14	Q	
TOTAL AMOUNT (To be considered for Evaluation)				

NOTE: *The bidder has to quote for all the stamp sizes and categories in the price bid format. The BOQ mentioned in this Price Format is indicative only & the same shall be considered for bid evaluation purposes. This may increase / decrease as per BHEL requirements. However, the payments shall be made on actual basis at the quoted Unit rates.*

BHEL reserves the right to ask the overall L1 bidder to match the item wise L1 rates of the remaining items for which the overall L1 bidder is not L1 - to ensure the status quo of the L1 bidder during the execution of the contract.


 (Rahul Singh)
 Engineer (HR-GAX)

Annexure I

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

(Signature)

Name:

Designation:

Company Seal:

Date: