

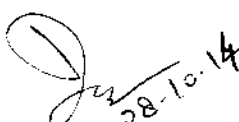


PUR / E5540005

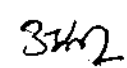
TENDER DOCUMENT

For the Supply of Maplitho Paper A 4 size of 70 GSM, Nominal Lallarpur paper/ JK / Century Paper / Crystal / Orient Paper Mills. White in colour having 500 sheets per Ream .

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(Daya Sharan)
Purchase Officer
(Prepared by)


(O P Gupta)
MGR (MM)
(Checked By)


(A K Verma)
DGM (MM)
(Approved by)



Description & Quantity

Supply of Maplitho Paper A 4 size of 70 GSM, Nominal Ballarpur paper/ JK / Century Paper / Crystal / Orient Paper Mills. White in colour having 500 sheets per Ream .

Quantity - 5000 Ream

INSPECTION : – THE INSPECTION SHALL BE DONE BY BHEL AT BHEL.

Signature of Supplier :

Name :

Designation :

Seal :



Qualifying Criteria

Bidder must be Manufacturer / Dealer / Trader of Paper / stationery having TIN – No (copy of Tin no's to be enclosed) . Party will have to submit proof of executing minimum one order for supply of Maplitho paper of about 1000 Reams in a lot .

A 4 size of 70 GSM, Nominal Ballarpur paper/ JK / Century Paper / Crystal / Orient Paper Mills.

Please attach Copy of PO and Challan / Invoice as proof of executing order to qualify the tender criteria, along with Technical -Bid (Part A).

(Attached / Not Attached)
(Please (√) Tick appropriate)

Signature of Supplier :

Name :

Designation :

Seal :



INSTRUCTIONS FOR SUBMISSION OF TENDER

1. The offers against the enquiry shall be submitted in two parts as detailed below :-
Technical Bid (Part – A) :- (A1)- Tender document Page 2 to 11 duly filled & signed
(A2)- Blank Price Bid (Un Priced) duly signed (Page no.– 12)
Price Bid (Part – B) :- Price bid duly filled & signed (Page no.– 12)
2. The vendors shall prepare Part-A and Part-B in two different sealed envelopes duly super-scribing Enquiry No. and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No., due date and time of opening as indicated in the tender enquiry. This envelope containing Part-A & Part-B shall be submitted to BHEL.
3. Part-A (Technical bid) alone shall be opened on the due date in presence of the Bidders in the first instance. This part of the bid shall be examined in detail. Part B (Price bid) shall be opened only for such of the Bidders whose Techno-Commercial offers are found acceptable by BHEL. Such Bidders shall be informed the date and time of opening of Part B (Price bids). Bidders must carefully go through all the instructions and conditions before filling in Part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The Bidder also required to sign and stamp each and every page of the tender document.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Bidders are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the General terms & conditions as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
7. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.

We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format at Schedule - VI without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity, slab rate, discount for quantity, different terms of payment etc.), BHEL has full right not to accept our offer.

Signature and seal of Supplier



COMMERCIAL TERMS & CONDITIONS

- 1- The validity of offer shall be 60 - 90 days from date of opening of price bid.
- 2- Taxes & Duties shall be extra as applicable on the date of actual delivery. Bidders are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer MUST be mentioned. If any bidder is found to incorrectly declare less value of ED or nil ED in the offer, his order will be terminated. For increase in ED rate slab during order period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
- 3- Penalty clause will be operated as per Clause # 8 of Schedule-IV of the tender document.
- 4- The rates quoted shall be on FOR BHEL Jhansi basis on per Ream basis only. Freight & insurance from suppliers works to BHEL Jhansi works shall be in the scope of the bidder.
- 5- Rates shall be quoted duly considering the CENVAT and Input Tax Credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
- 6- **Payment Terms:-** 100% payment after 60 days of receipt and acceptance of material at BHEL works. This payment terms will be treated as standard terms of payment. The bidder who are covered under MSMED Act – 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment.

(To be filled only if above is not accepted)

BHEL will load total out flow in case of other terms as follows

Through Bank / COD – (Base rate of SBI + 6%.) for 75 days
CAD – (Base rate of SBI + 6%.) for 90 days
Current Base rate of SBI is 10% (annual)

Signature of Supplier :

Name :

Designation :

Seal :



GENERAL TERMS & CONDITIONS

1. Purchase Order Acknowledgement must reach the concerned Officer of MM Deptt., BHEL, Jhansi within 2 weeks of issue of PO. Failure to do so within stipulated period will be deemed to mean that the order has been accepted by the supplier.

2. **CONSIGNEE**

Unless otherwise mentioned, all goods shall be consigned as noted below:

Incharge (FMS)
Factory Main Stores,
Bharat Heavy Electricals Ltd.,
JHANSI - 284129

3. **DOCUMENTATION**

The supplier shall forward 3 sets of the documents as detailed below:

- (a) First set to the concerned Purchase Executive, BHEL, Jhansi comprising:

(i)	Invoice	-	1 Copy
(ii)	Challan/Despatch Advice Note	-	1 Copy
(iii)	Guarantee Certificate	-	1 Copy
(iv)	Test Certificate	-	1 Copy
(v)	Excise Duty Gate Pass	-	1 Copy

- (b) Second set to Incharge, Factory Main Stores BHEL, Jhansi comprising:

(i)	Challan / Despatch Advice Note	-	1 Copy
(ii)	Duplicate for Transporters copy	-	1 Copy
	(2nd Original) of Excise Duty Gate Pass		
(iii)	Guarantee Certificate	-	3 Copies
(iv)	Test Certificate	-	3 Copies

- (c) Third set to Manager(Finance), Supply Bills Section , BHEL, Jhansi comprising:

(i)	Signed Invoice	-	2 Copy
(ii)	Challan/Despatch Advice Note	-	1 Copy
(iii)	Excise Duty Gate Pass	-	1 Copy
	(Original for Buyer)		

4. **GUARANTEE**

All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months. from the date receipt.

5. **REJECTIONS**

If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:-



- 5.1.1 Allow the supplier, wherever mutually agreed, to rectify the rejected work at BHEL's works within reasonable time as fixed by BHEL.
- 5.1.2 Allow the supplier to make free replacement within a specified period, rejected goods can be lifted by the supplier thereafter.
- OR
- Allow the supplier to refund the full amount paid to him by BHEL by a Demand Draft before lifting the rejected goods. Fresh replacement shall be regularized as per terms & conditions of the original purchase order.
- OR
- Take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on purchase.
- 5.1.3 Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.

5. INDEMNITY

Supplier shall indemnify BHEL against the following :-

- (a) Any claim or infringement of letters, patent or registered design by the use of any article or material supplied to BHEL and against all cost and damages which may incur, any action for such infringement or for which BHEL become liable in any such action.
- (b) All claims for injury or damage caused by the supplier's negligence or the negligence of supplier's employees or arising from any defect in the goods supplied or on the work carried out by the supplier.
- (c) All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.

6. SUB-CONTRACT

The purchase order or any part thereof must not be sub-contracted by supplier without BHEL's written consent.

7. PENALTY

If the material is not supplied within stipulated time, BHEL shall be within their right free to cancel the PO and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good loss suffered by BHEL. The above option shall be executed at the discretion of BHEL. Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the price of goods in arrears per week subject to maximum of 10% (ten percent) of the order value.

BHEL will give you 15 days notice to start application (of gel) work. Failure to complete application within quoted period of application, will attract LD @1/2% of (supply + Application) value per week subject to max. of 10% of (supply + Application) value.



8. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER**

Any amount payable by the consignor / supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the consignor/supplier under any other order/works contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.

9. **JURISDICTION**

All suits or any matters arising out of the POs based on the this enquiry shall lie in Jhansi Courts only.

10. **ARBITRATION**

Except where otherwise provided for in the contract any dispute relating to the meaning of, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials, used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment there of shall be referred to the sole arbitration of the Executive Director/General Manager BHARAT HEAVY ELECTRICALS LIMITED, JHANSI, and if the Executive Director / General Manager is unable or unwilling to act, then to the sole arbitration of some of other person appointed by ED/GM willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHARAT HEAVY ELECTRICALS LIMITED and even if the contract relates and in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the term of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that any other person appointed by such Executive Director / General Manager as aforesaid only should act as arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitration at all.

In cases, where the amount of the claim in dispute is Rs 50,000/- (Rupees Fifty Thousand) and above the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration and Conciliation Act of 1996 or any statutory or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect to each such disputes.

The arbitrator(s) may from time to time and with consent of the parties enlarge the time for making and publishing the award.



The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be held on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding to all parties.

11. Terms & conditions pre-printed on the reverse of our Tender Enquiry shall also be applicable.
-

Signature of Supplier :

Name:

Designation :

Seal :



TECHNO COMMERCIAL BID (PART-A)
E5540005

(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

SUPPLIER'S NAME & ADDRESS :-

.....
.....

A. TECHNICAL PART

**Supply of Maplitho Paper A 4 size of 70 GSM,
Nominal Ballarpur paper/ JK / Century Paper /
Crystal / Orient Paper Mills. White in colour
Having 500 sheets per Ream .**

Accepted / Not accepted

B. INSPECTION REQUIREMENT

**THE ITEM SHALL BE GOT INSPECTED BY BHEL
AT BHEL JHANSI**

Accepted / Not accepted

C. GENERAL

C 1. Quotation not confirming to this requirement (A)
is liable for rejection

Accepted/ Not Accepted

C 2. Present rate of Excise duty (applicable on supply value)

..... %

C 3. Present rate of VAT / CST (applicable on supply value)

..... %

D. COMMERCIAL PART

D 1. Taxes and duties shall be extra as applicable on
the date of actual delivery.

Accepted / Not accepted

D 2. Penalty clause as well as other conditions given
in general Terms & conditions in Schedule III & IV
and Standard Enquiry terms & conditions are
acceptable to us.

Accepted / Not accepted

D 3. Rates quoted in the price bid shall be on FOR BHEL
Jhansi basis. Freight & Insurance shall be in the
scope of supplier.

Accepted / Not accepted



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- D 4. Validity of the rates quoted is 60-90 days from the date of opening of price bid. Accepted / Not accepted
- D 5. The delivery shall be 6 weeks after issued of PO. Accepted / Not accepted
- D 6. 100% payment after 60 days of receipt and Acceptance of material at BHEL'S works . Accepted / Not accepted
(not applicable for suppliers availing MSMED, HDFC / SIDBI discounting facility) & other condition given at clause 6 of Schedule- III are acceptable to us.
- D 7. Rate is to be quoted on Per Ream Basis . Accepted / Not accepted
- D 8. One single rate of Material has been quoted in price Bid (Part- B of offer) which is totally unlinked not with quantity or any other condition included in BHEL terms & condition. Accepted / Not accepted
- D 9. In case any deviation is observed in the offer may be rejected by BHEL. Accepted / Not accepted

Note :- If any of the above conditions are not accepted , the offer is liable for rejection.

Person to be contacted :

Telephone No :

Fax No :

E mail Id :

Signature and seal of supplier



(PART - B)

PRICE BID

To,
The Deputy General Manager (MM)
BHEL Jhansi -284129.

Subject : Price Bid against Enquiry no. E5540005.

Dear Sir,

1. We are quoting rate on FOR BHEL Jhansi basis excluding Excise Duty, Sales Tax (CST or VAT) and any other Govt. Tax / Duty. Details of taxes & duties are given in Part A of the bid.
Supply of Maplitho Paper A 4 size of 70 GSM, Nominal Lallarpur paper/ JK / Century Paper / Crystal / Orient Paper Mills. White in colour having 500 sheets per Ream .

A -Rsper Ream (in figures) .

Rsper Ream (in words).

NOTE : The price bid submitted in any other format or by adding any condition e. g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Signature of Supplier :

Name :

Designation :

Seal :