



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1415-HR-04 Dated: 02.06.2014)
Item: A4 PAPER TENDER**

1. INVITING TENDERS:

Two-part sealed quotations are invited for supply of **A4 PAPER** as per specifications/standard in **SCOPE OF SUPPLYE OF** the tender enquiry at following terms and conditions.

SCOPE OF SUPPLY

| SL NO | ITEM | SPECIFICATIONS | QUANTITY | UNIT | PACKING |
|-------|---------------------------------------|---|----------|-------|----------------------|
| 1 | A4 SIZE COPIER PAPER SIZE (210X297MM) | WEIGHT: 75 GSM COLOR - WHITE IS 14490 - 1997 (2005) FINISH - UNIFORM FORMATION, EVENLY FINISHED AND GENERALLY FREE FROM SPECKS, HOLES, DUST PARTICLES ETC. | 1800 | REAMS | BOX OF 10 REAMS EACH |

Following point need to be noted by manufacturers and dealers/agents as follows-

For manufacturers-

Procurement shall be preferred from manufacturers. In case manufacturer insists on engaging a dealer/ agent, such dealer/agent is not allowed to represent more than one manufacturer.

For dealers/agents -

In case of dealers/agents, Authorized dealer certificate is required from original manufacturer. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected.

Submission in two Part and shall be as follows:

| Bid | Bid description | Super scribing on envelope | *** Should contain *** |
|---------|-------------------|--|---|
| Part I | Techno-commercial | Techno-commercial bid against tender enquiry no: 1415-HR-04 dated 02.06.2014 due for opening on 16.06.2014 | 1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on). 2. All details, i.e. whether quoted for item, duties and taxes etc. should be filled. |
| Part II | Price bid | Price bid against tender enquiry no: 1415-HR-04 dated 02.06.2014 | 3. Basic price per unit. In price bid nothing is considered except basic price of item. Please quote rate in both words and figures. |

The sealed envelopes should be put in outer sealed envelope super scribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.



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Time of submission by 1500 Hrs on Due Date. Time of Techno-Commercial bid (Part I) opening is 1600 Hrs on due date. Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal or the tender can be send to SDGM(HR,CIVIL & MM),BHEL,IVP,433 Industrial Complex, Goindwal ,Tarn Taran,Punjab,143422 by speed post/Regd. Post/Courier.(* any postal delay/delivery is solely responsibility of the Vendor).

Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.

Contact No-01859-224-621/622/623

2. **VALIDITY OF OFFERS:**

The offers shall valid for 15 days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be deemed to be suitably revised.

3. **SCOPE OF SUPPLY:**

Material shall be supplied as per the applicable latest standard and specification on FOR Goindwal Basis.

4. **DELIVERY SCHEDULE:**

Supplies shall be affected and completed as per schedule mentioned in the POs. **Supplies shall be completed within Two weeks from PO placement date.** Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the PO/schedule requested.

5. **REPLACEMENT OF REJECTION:**

If the material is rejected due to defect or damage during transportation, the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL.

6. **ACCESS TO MANUFACTURING PREMISES:**

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives



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of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

7. TERMS OF PAYMENT:

- a. Payment shall be made within 15 Days of Acceptance of Supplies at BHEL, IVP through EFT. EFT format shall be requested from successful bidder.
- b. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. , Payment Details etc.
- c. **It is mandatory to mention proper description of item in the invoices and separate invoices to be raised for different POs.**

8. INSPECTION:

As per specification/standard inspection will be done at your works/BHEL Goindwal by BHEL representative.

9. Penalty for delay in delivery of material:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

10. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).



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“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

11. LOADING CRITERIA

1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:

I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.

II. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.

III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L1.

IV. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L1 vendor.

V. If other suppliers (other than L1) are not under MSE then 100% qty will be offered to L1 supplier.

2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1, and 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15%. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.



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3. In case the L1 vendor is a MSE owned by a SC/ST then the 100% qty will be offered to L1 supplier.

All above offered qty are subject to acceptance of L1 rates.

In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity would be offered to L1 vendor.

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity/quality of material.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

12. **SUB-CONTRACT:**

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

13. **FORCE MAJEURE:**

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

14. **DISPUTES:**

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.



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15. **JURISDICTION:**

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

16. **Clarifications:**

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

17. **LOI (Letter of Intent):**

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

18. **BANNED FIRMS**

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

19. **WORDS AND FIGURES**

- 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 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.
- 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 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 upto 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.



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20. GENERAL:

BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.

BHEL reserves the right to extend the due date of opening, which shall be informed. Bidder can revise his offer, if already sent, and clearly mentioning "Revised offer due to extension of due date of opening-canceling the earlier quotation." Validity of offer shall be revised accordingly.

BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation.

Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.

Every dispatch of material shall accompany the packing list, detailing the Numbers of item with specifications. An advance copy of dispatch details shall be furnished to Purchase/BHEL/IVP.

Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary. The materials are to be dispatched with proper packing and binding.

QUALITY

Compliance Certificate from the Manufacture that Paper is as per specifications mentioned in the scope of supply. Material not in conformation of required specifications shall be rejected and shall have to be replaced by the supplier.



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ANNEXURE – Techno-Commercial

NAME OF BIDDER: _____

FIRM/COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PHONE, EMAIL: _____

| SL NO | ITEM | QUANTITY | MAKE/ MODEL | UNIT | Quoted for FOR Goindwal Yes/NO | UNIT RATE , Rs/Unit |
|----------------------|---------------|----------|----------------|-------|---|----------------------------------|
| 1 | A4 SIZE PAPER | 1800 | | REAMS | | Please See Price Bid |
| Excise Duty | | | | | | Applicable/Not applicable |
| If Applicable | | | | | | Put %age of ED |
| CST/VAT | | | | | | Applicable/Not applicable |
| If Applicable | | | | | | Put %age of CST/VAT |

I/WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER DOCUMENT NO _____ . The Supplies shall conform to the specifications mentioned in the tender.

THERE IS NO DEVIATION FROM ANY OF THE TERMS AND CONDITIONS MENTIONED HEREIN.AUTHORISED SIGNATURE

SEAL

DATE:



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ANNEXURE - Price Bid

NAME OF BIDDER: _____

FIRM/COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PHONE, EMAIL _____

| SL NO | ITEM | QUANTITY | MAKE/ MODEL | UNIT | UNIT RATE (RS/Unit) Words | UNIT RATE (RS/Unit) FIGURES |
|-------|---------------|----------|----------------|-------|------------------------------------|--------------------------------|
| 1 | A4 SIZE PAPER | 1800 | | REAMS | | |

I/WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER DOCUMENT NO _____. The Supplies shall conform to the specifications mentioned in the tender.

THERE IS NO DEVIATION FROM ANY OF THE TERMS AND CONDITIONS MENTIONED HEREIN. AUTHORISED SIGNATURE

SEAL

DATE: