

BHARAT HEAVY ELECTRICALS LIMITED

CORPORATE ADMINISTRATION

BHEL House, SIRI FORT

NEW DELHI - 110049

Notice Inviting Tender

for

Supply of Trolley Bags

Tender Ref. No. AA:GAX:17:NG:001

Date: 01.12.2017

DATES OF SUBMISSION & OPENING OF TENDER

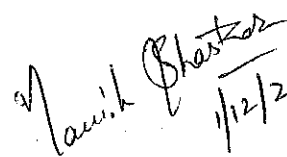
Due date of submission of offer : 08.12.2017 by 14:00 Hrs.

Date of opening the tender : 08.12.2017 at 15:00 Hrs.

Venue for opening of Tender : 2nd Floor, BHEL House, Asian Games

Village, Siri Fort, New Delhi - 110 049

For & on behalf of BHEL,


1/12/2017

(Manish Bhaskar)

Dy. Manager (HR-GAX & ISMG)

BHEL House, Siri Fort, Asian Games Village,

New Delhi 110 049, Phone: 66337438

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

डीएमएचएल हाउस, सिरि फोर्ट

BHEL House, Siri Fort

नई दिल्ली - 110049

New Delhi - 110049

Bharat Heavy Electricals Ltd. (a Maharatna PSU Company) requires around 21341 no. (+/- 30%) Trolley Bags. Offers are invited in 2 parts for the same as per the Scope of supply mentioned below, subject to acceptance of the enclosed Terms and Conditions. The tender documents may be downloaded from our website www.bhel.com or www.eprocure.gov.in. The offers should reach in the office of the undersigned by 14:00 Hrs. on or before the Due Date i.e. 08.12.2017.

Description / Instructions
a) Approx. 21341 nos. (+/- 30%) Trolley Bags (inclusive of all taxes, packing, carry bag & freight / delivery charges etc.). b) Technical Terms & Conditions (Annexure-A1) c) General Terms & Conditions (Annexure-A2) d) Specifications / properties of Trolley Bag (Annexure B1) e) Price Bid Format (Annexure-B2) e) Acceptance / Deviation Certificate (Annexure-C) f) Contact details (Annexure-D) g) Locations & Details for Delivery (Annexure-E) h) Declaration for non banning (Annexure-F) IMPORTANT INSTRUCTIONS: 1. The cost of each offered gift item payable by BHEL shall be maximum ₹1400/- inclusive of all taxes & freight / packing, carry bag & forwarding charges etc. 2. Deviations, if any, may be indicated in Annexure-C (Acceptance / Deviation Certificate) only. Deviations specified elsewhere shall not be considered. BHEL reserves the right to consider the deviations and accept or reject the same. 3. The prices must be Quoted in the enclosed Price Format. 4. Quoted Rates shall remain firm till the supply is completed. 5. The offer(s) will be opened at 15:00 Hrs. on the due date in the presence of bidders who may like to be present. 6. The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049.

anil Chatterjee

Technical Terms & Conditions**A.) Bid Submission:**

Bids shall be submitted latest by 14:00 Hrs. on or before the due date, in two parts as follows:

PART-I : TECHNO-COMMERCIAL BID This part shall contain the following:

- a. All pages of tender document, except Price Format at Annexure-B, duly filled, signed & stamped by an authorized representative as an acceptance of tender terms & conditions.
- b. All documents as per PQR at S.No. (B) & (C) below.

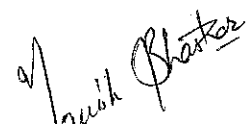
This part shall be submitted in a separate sealed cover / envelope with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-I: Techno commercial bid'.

B.) Pre-Qualifying Requirements (PQR)

- a. The bidder should have PAN and GST Registration No.
- b. The bidder's average annual financial turnover during the last three financial years ending 31st March'17 should be at least Rs. 89.63 lakhs
- c. The Bidders should be resourceful and capable, having experience of supply Trolley Bags for last 2 years ending on 31.10.2017 and they should have executed the orders for supply of similar items for PSUs & Government departments or other reputed companies / institutions. (At least 02 nos. orders required)
- d. Bidder must be OEM (Original Equipment Manufacturer) or an authorized dealer (of OEM(s))
- e. OEM should be ISO 9001-2008 Certified.
- f. Compliance to BHEL required features / properties (of Trolley Bags) as per Annexure-B1.

C.) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.
- b) Certified & audited Balance Sheet and Profit & Loss Account statements of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18).
- c) Signed & stamped copy of acknowledgements of IT return of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18).
- d) At least 02 nos. of copies of Work Orders/ award letters in support of proof of experience during last 2 years ending on 31.10.2017.
- e) In case of bid being submitted by an authorized dealer (of OEM), authorization letter for participation in this specific tender & confirmation of back up support are to be furnished. No such documents required in case of bid being submitted by OEM.
- f) For the proof of ISO 9001-2008 certification, a duly signed & stamped copy of the certificate issued to OEM by competent authority, shall be submitted by the OEM or its authorized dealer whosoever is participating in the tender.



- g) For compliance to BHEL required features / properties (of Trolley Bags) as per Annexure-B1, the bidder is to submit duly filled, signed & stamped copy of Annexure-B1. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid.

D.) PART-II: PRICE BID

Part-II shall contain Prices only as per Price Format (Annexure-B) 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 / envelope with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-II: PRICE BID'. Rates shall be quoted both in words and figures.

Both Part-I & Part-II sealed covers / envelopes should be then put in another master sealed cover / envelope with bidder's seal super-scribed with correct Enquiry No., title of tender and due date of opening.

The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049. For details, you may contact Dy. Manager (HR-GAX & ISMG).

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

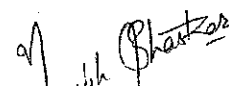
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General Terms and Conditions

1. Technical data / brochure shall be furnished along with techno commercial bid for the item offered.
2. Delayed / Incomplete offers are liable to be rejected.
3. In case any typing error / other clerical error in the tender document is noticed by the bidder, the same shall be pointed out & got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder(s).
4. Manufacturer's name, trade Mark or Patent No. if any, should be specified.
5. Illustrative leaflets giving technical details of items offered should be enclosed with Part-I Bid / offer.
6. Bid should be free from correction and erasures. Corrections, if any, must be counter-signed.
7. BHEL reserves the right to increase or decrease the quantity by plus or minus up to 30% as per our actual requirement.
8. The offers of the bidders who are on the banned list as also the offers 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
9. Rates must be quoted in figures as well as in words. However in case of any conflict / confusion between the two, following guidelines shall follow:
 - a. If, in the price structure quoted for the required goods / services / works, there is a 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 & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which 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.
10. BHEL reserves the right to accept / reject any offer without disclosing any reason.
11. Warranty / Return of un-used and defective items: The international warranty on gift items shall be valid for a minimum period of 60 Months from the date of issue. The defective items and undistributed shall be returned to the supplier within 1 month from date of supply, which shall be replaced or the equal amount shall be reimbursed to BHEL by the supplier.

12. PAYMENT TERMS:

The bills along with supporting vouchers shall be accepted on complete supply of material ordered and the payment, excluding GST & notional interest thereon, shall be made within 15 days from the



date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause no. 13 below (Taxes & Duties).

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

13. TAXES & 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 clause 12 above) in the name of BHEL, Corporate Office, Delhi.
 - b) The contractor has to submit their GST registration certificate to BHEL Unit/Office/Region within 10 days from the acceptance of Rate Contract. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 10 days from the placement of 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) Payment shall be made to contractor only after submission of GST compliant 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.
 - f) 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.
 - g) 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.
14. The Order shall be placed on L1 bidder as mentioned in Price Format.
15. In the event of more than one party having quoted identical rates and there is a tie amongst the bidders, either
- a. the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L-1 rate is arrived
 - b. or the order shall be placed by equally dividing the required quantity amongst L1 bidders.

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16. BHEL reserves the right to inspect the material at vendor's premises during manufacturing/before dispatch of material. Cost of TA/DA/Stay of BHEL individuals coming for inspection shall be borne by BHEL.
17. The offer shall remain valid for 90 days from the due date of opening of Part-I Bids or 60 days from the opening of Part-II Bids, whichever is later. No request will be entertained for any increase of rates till the supply is over.
18. Offers received after due time and date shall be liable for rejection.
19. Rates shall be quoted in the enclosed Price Format ONLY. If rates are not quoted as per the Price Format, the same shall be treated as deviation & bid shall be rejected. Only bids submitted as per Price Format shall be considered for price evaluation.
20. The gift items shall be supplied within 2 months of placement of purchase order / confirmation of order or as indicated in the purchase order / confirmation of order. However, LD for delay in supplies shall be levied after three weeks from the date of Purchase Order @ ½% per week or part thereof subject to a maximum of 10% of PO Value.
21. Any defective supply will be replaced free of cost. No payment shall be made against defective supply. The purchaser reserves the right to reject any items, which in his opinion does not confirm the specifications or is found to be of inferior quality.
22. All items should be in conformity with manufacturer specifications and of standard quality.
23. The items have to be supplied in properly packaged condition. Each trolley bag should be packed separately with greeting message from BHEL, which will be conveyed separately in Purchase Order) and delivered in the same packaged condition at locations mentioned at Annexure E.
24. Locations for delivery of items is placed at Annexure-E.
25. The bidders are requested to submit their offer, duly filled and complete in all respects, in the 'Tender Box' at the office of tender issuing authority, on or before the due date and time of submission of tender which is 08.12.2017 by 14:00 Hrs.
26. Price bid shall contain Rates (duly filled in price bid format) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details / or Commercial Terms & Conditions, if found in this part shall be ignored.
27. ***BHEL reserves to right to finalize the contract by conducting Reverse Auction.*** The Reverse Auction shall be conducted for Techno-Commercially qualified / acceptable bidders post evaluation of Part-I bids submitted before / on due date / time of submission.

28. Arbitration

In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).

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

Atul Shastri

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.

29. 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.

30. 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.

31. Default / Breach of Contract, Insolvency and Risk Purchase

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 / services not so delivered or others of a similar description where stores / services 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 made by the Purchaser 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.

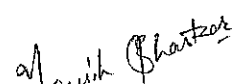
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Specifications / properties of Trolley Bag

Description of required features / properties of Trolley Bag	Compliance (Yes / No)	Details of supporting document(s), if any
Trolley Bag with the following specifications: i. Size (In cm): height 53, width 36, depth 23, each dimension should not be less than above dimensions, however the same may be increase but not more than One cm each. ii. Material: outer cell made of 100% Poly Carbonate Material with textured body iii. Wheels: wheel system with 360-degree rotation with four single wheels mechanism iv. Handle: PVC handle with firm grip v. Weight: Not more than 3.0 kg vi. Main Zip: round main zip of the size of No. 8-10 vii. Lock: Three Digit Combination Lock viii. Trolley mechanism: sturdy push button multistage trolley, Mild steel pipe with silver finish, PP support bracket, smooth black wheels ix. Body Zipper Color: Black x. Fabric Lining: PU coated polyester lining and double sided cross belts xi. Manufacturer's/ Suppliers logo: fixed on front shell xii. Warranty: Minimum 5-year international warranty xiii. Test: Clearance Certificate for the following tests shall be available - Wheel test, Tumble test, lock test, handle test, drop test, zipper test. xiv. Capacity (in litres): Minimum 50 xv. Make in India Product. xvi. Bag available in Cyan/marron/red/purple/navy blue Colors. xvii. Bag Should be conveniently packed		
Note: In case of non-compliance of any of the above features / properties, bid shall be rejected.		

Signature

Name, Designation & Company Seal



PRICE BID FORMAT

Description & Specification of item	Rate (in Rs.) per Trolley Bag
Approx. 21341 nos. of Trolley Bag as per specifications mentioned at Annexure B1 (Specifications / properties of Trolley Bag)	In figures: _____
	In words: _____

Note:

- 1- Maximum upper limit (in Rs.) per item after considering all expenses on account of delivery charges, other misc. charges, applicable taxes etc. shall be Rs. 1400.00. BHEL shall not pay over and above the quoted rate per item.
- 2- Evaluation Criteria: The order will be placed on the bidder quoting the lowest rate, i.e. L1 rate (which shall be within Rs. 1400.00, as per S.No. 1 above).

Signature
Name, Designation & Company Seal

Handwritten signature

Acceptance / 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 :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:17:NG:001 dated 01.12.2017. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

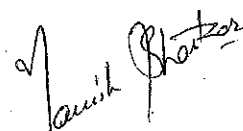
With name, Designation & seal of the firm

anil Chatterjee

Annexure-DContact Details

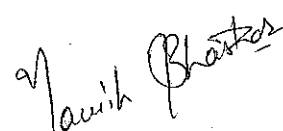
Sl. No.	Description	Details
1	Name of the Bidder	
2	Address	
3	Authorized Person's Name	
4	Mobile No. of authorized person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the authorized person	

Signature & Seal of the company



Locations & Details for Delivery

S.No.	Department / Office	Nos. of gift items to be supplied / delivered	Delivery Address
1	BHEL Corporate Office	3094	Contact person: Shri Manish Bhaskar, Dy. Mgr (HR-GAX & ISMG), 011 66337438 Address: BHEL House, Siri Fort, New Delhi – 110049
2	BHEL Trichy	8140	Contact person: Manager / Store – Ward 16 Address: BHEL Trichy Main Office Road, Kailasapuram, Tiruchirappalli, Tamil Nadu - 620014
3	BHEL-IVP Goindwal	250	Contact person: Sh. Tajinder Singh, AGM (HR), +91 9872266884 Address: 433, Industrial Complex, Goindwal Sahib, Tarn Tarn District, Punjab - 143422
4	BHEL Haridwar	6200	Contact person: Shri S K Awasthi, Welfare Officer, Gr. 1, +91 9837099325 Address: HEEP BHEL Ranipur, Haridwar, Uttarakhand-249403
5	BHEL EPD, Bengaluru	552	Contact person: Shri Raju M.V.S.N., DGM(HR, C&PR), 080 22182374/23346352, +91 9449807030 Address: BHEL EPD, Prof. C.N.R. Rao Circle, Opp. Indian Institute of Science, Malleswaram, Bengaluru, Karnataka – 560012
6	BHEL Jhansi	1600	Contact person: Shri M K Khare, AGM (HR), 0510-2412604, +91 9415113469 Address: BHEL, Khailar, Jhansi, Uttar Pradesh 284120
7	BHEL Varanasi	240	Contact person: Shri Santosh Kumar Gupta Sr. DGM(HR), 0542-3076004, +91 9810108160 Address: BHEL HERP, Tarna, Shivpur, Varanasi-221003
8	BHEL Rudrapur	162	Contact person: Shri Himanshu Martolia, Sr. Executive (HR), 05944-257265, +91 9634156780 Address: BHEL CFP, Rudrapur, Uttarakhand 263153
9	BHEL ROD-Mumbai	53	Contact person: Shri Pavan Katakdaund, Sr. engineer (HR), 022 22171231, +91 9167887968 Address: Centre 1 World Trade Centre, 15 Th Floor Cuffe Parade, Colaba, Cuffe Parade, Mumbai, Maharashtra 400005
10	BHEL PSSR-Chennai	1050	Contact person: Shri B George, AGM(HR), 044-28286813, +91 9449068052 Address: BHEL PSSR, 690, 6th Floor EVR Periyar Building, Anna Salai, Nandanam, Chennai, Tamil Nadu 600035
Total		21341	



Date: 01.12.2017

Annexure-F

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Signature & Seal of the company

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