

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE ADMINISTRATION
BHEL House, SIRI FORT
NEW DELHI - 110049

Notice Inviting Tender

for

Supply of Duffle Bags

Tender Ref. No. AA:GAX:17:NG:003

Date: 25.01.2018

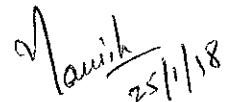
DATES OF SUBMISSION & OPENING OF TENDER

Due date of submission of offer : 02.02.2018 by 12:00 Hrs.

Date of opening the tender : 02.02.2018 at 14:30 Hrs.

Venue for opening of Tender : BHEL House, Asian Games
Village, Siri Fort, New Delhi - 110 049

For & on behalf of BHEL,



(Manish Bhaskar)
Dy. Manager (HR-GAX & ISMG)
BHEL House, Siri Fort, Asian Games Village,
New Delhi 110 049, Phone: 66337438

Bharat Heavy Electricals Ltd. (a Maharatna PSU Company) requires around 1006 no. (+/- 30%) Duffle 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. 02.02.2018.

Description / Instructions
a) Approx. 1006 nos. (+/- 30%) Duffle Bags (inclusive of all taxes, packing, carry bag & freight / delivery charges etc.). b) Technical Terms & Conditions (Annexure-I) c) General Terms & Conditions (Annexure-II) d) Specifications / properties of Duffle Bag (Annexure III) e) Price Bid Format (Annexure-IV) e) Acceptance / Deviation Certificate (Annexure-V) f) Contact details (Annexure-VI) g) Declaration for non banning (Annexure-VII) IMPORTANT INSTRUCTIONS: 1. The cost of each offered gift item payable by BHEL shall be maximum ₹900/- inclusive of all taxes & freight / packing, carry bag & forwarding charges etc. 2. Deviations, if any, may be indicated in Annexure-V (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 (Annexure IV). 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.

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Annexure-I

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-IV, 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'.

Earnest Money Deposit (EMD)

- a) Each bidder has to deposit EMD of Rs. 5,000/- (Rupees Five Thousand only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation
- b) Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
- c) EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
- d) Tender without requisite EMD will not be considered for further evaluation.

No interest shall be payable by BHEL on EMD amount. The EMD shall be forfeited in case of:

- I. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- II. Refusal to enter into a contract after the award of contract.
- III. If operations of the contract are not commenced from the date indicated in the award of contract.

The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier. The EMDs of the successful bidders shall be converted into Security Deposit.

Bidder having valid NSIC/MSME registration certificates is exempted from EMD as per govt. rules. Central/State PSUs shall also be exempted from EMD.

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. 2.71 lakhs
- c. The Bidders should be resourceful and capable, having experience of supply Duffle Bags for last 2 years ending on 31.12.2017 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.

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- f. Compliance to BHEL required features / properties (of Duffle Bags) as per Annexure-III.

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 31.12.2017.
- 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 Duffle Bags) as per Annexure-III, the bidder is to submit duly filled, signed & stamped copy of Annexure-III. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc (if any) may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid.

D.) PART-II: PRICE BID

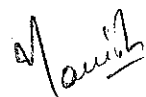
Part-II shall contain Prices only as per Price Format (Annexure-IV) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I 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), # 011-66337438, manishkbhaskar@bhel.in.

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.



Annexure II

General Terms and Conditions

1. Specifications / Properties of the duffle bag to be supplied is mentioned at Annexure - III
2. Technical data / brochure shall be furnished along with the bid for the item offered.
3. Delayed / Incomplete offers are liable to be rejected.
4. 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).
5. Manufacturer's name, trade Mark or Patent No. if any, should be specified.
6. Illustrative leaflets giving technical details of items offered should be enclosed with offer.
7. Bid should be free from correction and erasures. Corrections, if any, must be counter-signed.
8. BHEL reserves the right to increase or decrease the quantity by plus or minus up to 30% as per our actual requirement.
9. 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
10. 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.
11. BHEL reserves the right to accept / reject any offer without disclosing any reason.
12. Warranty / Return of un-used and defective items: The warranty on gift items shall be valid for a minimum period of 12 Months from the date of issue. The defective items and un-distributed 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.

13. 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. 14 below (Taxes & Duties).

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



14. 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 13 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.

15. The Order shall be placed on L1 bidder as mentioned in Price Format.

16. 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.

17. The offer shall remain valid for 90 days from the opening of bid. 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.

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20. The gift items shall be supplied within 3 weeks 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 3 weeks from the date of Purchase Order @ ½% per week or part thereof subject to a maximum of 10% of delayed delivery.
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 duffle 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 which shall be mentioned at the time of PO.
24. Locations for delivery of items is Delhi / NCR. However, the exact location shall be shared along with Purchase Order.
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 02.02.2018 by 12:00 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. Bidder must submit the sample along with their bid.
28. Bid note quoted as per the criteria mentioned in NIT shall liable to be rejected.
29. **SELECTION PROCESS:**
 - a) The part-I (Technical bid) will be opened first to ascertain PQR and submission of other documents required as per tender requirements. Subject to submission of the required documents and fulfilling PQR Criteria stipulated in the tender, the bidders shall become techno-commercially Qualified.
 - b) The sample of only techno-commercially qualified bidders shall be evaluated by the selection committee. The decision of selection committee wrt selection of sample shall be final.
 - c) Price Bids opening or Reverse Auction (as the case may be) shall take place among the techno-commercially qualified bidders whose sample has been selected by the Selection Committee.
30. **DISCREPANCIES & ADJUSTMENT OF ERRORS:** Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.
31. **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

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- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 as Annexure-L) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

32. 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 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.

33. 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.

34. 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.

35. 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

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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 Duffle Bag

Description of required features / properties of Duffle Bag	Compliance (Yes / No)	Details of supporting document(s), if any
Duffle Bag with the following specifications: i. Size Range (In cm) (min): 53 x 25 x 31 ii. Size Range Tolerance: + 5mm of size range mentioned above iii. Basic Fabric: 600 x 300 D Polyester PVC Coated or 600D Single Tone Fabric iv. Wheels: Rivet Wheel or Corner Protection wheel v. Slider: PVC handle with firm grip vi. Weight: Not more than 2.5 kg vii. Zip: Main Zip #8 matching to body colour Front pocket zip # 5 or above matching to body colour Inside Zip matching to lining colour viii. Trolley mechanism: Push button trolley ix. Shoulder Strap: 38 mm webbing + shoulder pad + 33 mm plastic ring at end + 38 mm adjustable buckle x. Fabric Lining: PU coated polyester lining xi. Manufacturer's/ Suppliers logo should be affixed xii. Warranty: 12 months' minimum xiii. Make in India Product. xiv. Bag available in Cyan/marron/red/purple/navy blue Colors. i. Bag Should be conveniently packed		
<i>Note: In case of non-compliance of any of the above features / properties, bid shall be rejected.</i>		

Signature
Name, Designation & Company Seal

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PRICE BID FORMAT

Description & Specification of item	Rate (in Rs.) (all incl.) per Duffle Bag
Approx. 1006 nos. of Duffle Bag as per specifications mentioned at Annexure II (Specifications / properties of Duffle 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. 900.00. 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. 900.00, as per S.No. 1 above).

Signature
Name, Designation & Company Seal

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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:003 dated 25.01.2018. 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

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Contact 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



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

2/10/16