

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
CS & FP PLANT,
Industrial Area Jagdishpur, District: Amethi, UP-227817, India

Notice Inviting Tender

Tender Enquiry No: 201803062

Dtd: 24.03.2019

E-Tender are invited in Two Part Bid System for the finalisation of Annual rate contract for supply of Wooden Packing Box as per BHEL Spec for CS&FP Plant.

(I) General:

1. The tender will be under two-part bid system with Pre Qualifying Requirement (PQR). The first part would be techno commercial bid and the second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, the suppliers who qualify in the techno commercial bid would be contacted by our authorized service provider for web based reverse auction.
2. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://bhel.abcprocure.com>

3. E-procurement Service Provider details:

M/s e-Procurement Technologies Limited (abc Procure)
Head Office: B-704/705, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)

Sl. No.	Email Id	Contact No.
1	bhel.support@abcprocure.com	+91-79-40270532/+91-79-40270576/+91-79-40270596/+91-79-40270545/+91-79-40270590/+91-79-40270560/+91-79-40270549

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

4. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-CS&FP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-CS&FP**
5. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only. In case of any clarification, bidder may contact us
6. Bids shall be submitted through e-Procurement portal, <https://bhel.abcprocure.com>, of M/s e-Procurement Technologies Limited (abc Procure) who is our solution provider.

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(II) Pre-Qualifying Requirement (PQR) condition:

Supplier should confirm/Submit the documents for following:

Sl. No.	PQR Condition	Bidders Remarks
1	Experience and past performance on similar contracts for last 2 years. Proof of supply of Items (as per below item description (Annexure-I)) should be in the form of purchase orders placed on the vendor by their customer. A copy of purchase order is required to be submitted as a documentary proof. (The period of 2 years shall be considered from date of opening of Part-I bid).	
2	Capabilities with respect to personnel, equipment and manufacturing Facilities. However, in case of traders/ dealers, authorization letter from their principal is mandatory.	
3	Financial standing through latest Annual report (balance sheet and Profit & Loss Account & ITR) of last 3 years. i.e. FY 2015-16, 2016-17 & 2017-18.	
4	The projected requirement has been given in the tender. Vendors should state their capacity to supply the BHEL per month. Vendors should have capacity to manufacture and supply (as per specifications attached at Annexure-I) at least 300 boxes per month to BHEL CS&FP Jagdishpur. Vendor's capacity to supply per month implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated to BHEL CS&FP Jagdishpur and not their total capacity. The vendors having capacity less than 300 Boxes per month will not eligible as per technical criteria mentioned above.	

Note- Bidders who qualifies in above qualifying requirement shall be eligible for techno-Commercial evaluation of the offer.

(II) Item Description and Scope of Supply:

SL. NO.	ITEM DESCRIPTION	UNIT	QTY. REQD.
1	Wooden Packing Boxes (as per Specification attached at Annexure-I)	Cu. Mtrs.	550

1. SCOPE OF SUPPLY:-

- 1.1 This is the annual rate contract for supply of wooden packing boxes and shall be valid for one year from date of annual rate contract (ARC). Actual drawing or dimensions of wooden boxes shall be given from user department to the supplier as per BHEL's requirement.

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- 1.2 The wooden packing boxes are to be supplied in ready-to-pack condition at CS&FP, BHEL Jagdishpur (hereinafter called as BHEL).
- 1.3 The estimated total volume of the supply of wooden boxes is only indicative & the actual volume may vary depending upon plant operation/ requirement. No minimum load is assured.

2. TECHNICAL SPECIFICATION

- 2.1 The wood used in making boxes should conform to enclosed specification BHEL/CS&FP/TS/009 (Rev 00). However, the wood if banned by any government authority at any point of time shall be not used for boxes in spite of its mention in drawing/specification provided by BHEL. The responsibility to ensure the compliance of government/ salutatory authority ruling in this regard lies with Vendor. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements.
- 2.2 Wooden packing boxes are to be supplied as per drawing, dimensions and specifications given by BHEL which may vary from job to job/ stampings & total weight to be packed in those boxes.
- 2.3 Normally, the size of boxes may vary from 0.5 (L) x 0.5 (B) x 0.5 (H) mtr to 1.5 (L) x 1.5 (B) x 0.8 (H) mtr, with tare weight ranging from 50 Kgs to 120 Kgs.
- 2.4 The sizes of wooden members/ planks will be – 20 to 75 x 50 to 150 x 500 to 1600 mm approximately and may vary depending upon job size to be packed. The total volume of wood used for one packing box will be approximately 0.15 cubic meters. The total volume of wooden members used in one packing box will depend on size & design of the box.
- 2.5 Bottom wooden cross members of the base to be fastened by coach bolts at four corners to provide strength to the boxes. Suitable mild steel angles of size 2mm x 80mm x 80mm are to be provided at all wall joints (8 nos.) and at base corners (4 nos.) for slinging/ lifting by cranes.
- 2.6 The packing box will consist Base, Four side panels and Top cover. Base, sides & top cover are to be secured/ fastened with steel strips-25mm wide X 24 gauge.
- 2.7 The weight of the material/ stampings to be packed in each box shall be in the range of 1000 kg to 3000 Kg
- 2.8 The wood if banned by any government authority at any point of time shall be not used for boxes in spite of its mention in drawing/specification provided by BHEL. The responsibility to ensure the compliance of government/ salutatory authority ruling in this regard lies with Vendor. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements.
- 2.9 In case of unsatisfactory performance of quality / delivery BHEL will have right to Discontinue the contract in part or full
- 2.10 The required quantity as indicated in respective requisition letters may be revised (increased / decreased) or cancelled as per requirement with a notice period of two calendar days. The supplier shall not claim against this cancellations/ revision.
- 2.11 Entry of vehicle/ trolleys etc. loaded with boxes will be allowed between 9:00 AM to 3:00 PM on all working days. The unloading of boxes will be in the scope of supplier i.e., the supplier has to arrange all resources for unloading of these boxes at his own cost. The boxes should be unloaded and properly stacked at the designated places Specified by BHEL.
- 2.12 Deduction from bills will also be made in case of quality deficiency of the packing boxes as recommended by authorized BHEL representative.
- 2.13 The supplier should mark/ paint their boxes with following details before supply:-
- 2.14 BHEL PO No., Supplier's name, Box no. or any other identification no.

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- 2.15 Party will have to follow all the legal and statutory requirements of State and Central Government and other government bodies and their rules issued time to time. BHEL will not be responsible in any way if they are fined or penalized due to non-fulfillment of these requirements. BHEL will cancel the contract, if in case party is found as the violator of any government rules.

(III) Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1	Specification	Annexure:I
2	Preferences for MSEs, if applicable	Annexure:II
3.	Open Tender Procedure	Annexure:III

(IV) Others:

1. All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
2. Duly filled & signed with company seal on all documents of tender enquiry to be uploaded as token of acceptance of tender enquiry terms & conditions. Please mention deviation (if any) in Techno-commercial compliance sheet.
3. Please submit point wise compliance to our specification, terms & conditions. Otherwise it will be presumed that you are accepting BHEL's Terms & condition.
4. Offers not meeting our requirement because any kind of deviations in technical or commercial terms are liable to be rejected by BHEL at its discretion.
5. Original manufacturer's test certificate required along with dispatch documents. In case supplies are from traders, it shall be the responsibility of the trader to provide original manufacture's certificate with linkage to trader's invoice stating batch No.
6. The offers of the bidders who are on the banned list as also the offers of bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on web site www.bhel.com
7. BHEL, CS & FP, Jagdishpur reserve the right to procure from more than one vendor.
8. BHEL CS & FP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
9. Quotation should be, as far as possible, free from correction / overwriting. Correction/overwriting, if any, should be signed by authorized person with the company seal.
10. The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, each of them shown separately.
11. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, the lower of the rates beneficial to BHEL CS & FP will be considered.
12. Packing: Goods must be adequately packed in proper carton / wooden box / drums /suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
13. The quantity in item to be purchased may vary from quantity enquired according to actual requirement at the time of placing the Purchase Order. Quantity discount, if any, should be mentioned in the quotation.

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14. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
15. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL CS & FP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
16. Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site www.bhel.com and / <https://bhel.abcpocure.com>.
17. The bidder may have to produce original document for verification if so decided by BHEL.
18. Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.) OEM details shall be provided if supplier is not a manufacturer.
19. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
20. Defaulter suppliers shall be treated as per Guidelines for Suspension of the Business Dealing with suppliers/contractors.
21. The Preferences / Benefits for MSEs in the existing enquiry shall be as per Annexure-I (Attached).
22. Contact person details:

Pradeep Kumar Yadav/Kavita Singh/Atul Kr. Pandey**Sr. Engineer –MM****Phone: 05361 224136/238/153****E-mail: pkvyadav@bhel.in / kavita.singh@bhel.in / atul.pandey@bhel.in****(V) Terms and conditions are detailed bellow:****a. Technical Conditions:**

S. No	Description	Required
1.	Test Certificate	YES
2.	Inspection	YES
3.	Guarantee Certificate	YES
4.	Pre-Qualification Documents	YES

b. Commercial conditions:

Sl. No.	Terms and Conditions		Bidder's Confirmation
1.	Validity of Rate Contract	The rates finalized for the annual rate contract shall be valid for ONE YEAR with effect from release of ARC for supply.	

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		The rate contract shall have provision for further extension on same terms & condition for mutually agreed period with the mutual consent of both the parties.	
2.	Delivery	A minimum of three calendar days shall be given in writing through a requisition letter for delivery of boxes. The scheduled delivery time of lot of boxes will be indicating in the respective requisitions letters. The supplier has to supply the boxes within five days or schedule delivery date as indicated in the requisition letter failing which LD shall be applicable as mentioned in this tender. Inspection of the boxes will be carried out on receipt of the boxes at BHEL.	
3.	Security Deposit	Successful bidders will have to furnish a security deposit of 5% of rate contract Value. The Security deposit will be forfeited in the event of breach of contract conditions by the vendor. Security deposit is accepted in any one of the following methods. i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. iii). Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith	
4.	Delivery Term	The packing boxes, shall be supplied FOR, CS&FP BHEL Jagdishpur. Date of receipt of material at CS & FP Jagdishpur shall be treated as delivery period.	
5.	Invoices	The prices quoted by bidder shall remain firm. Original Tax invoice of GST, if applicable shall be submitted by the vendor to enable purchaser to claim Cenvat credit.	
6.	Insurance	Insurance shall be arranged by vendor.	
7.	Evaluation	On the basis of landed cost to BHEL, CSU Stores, Jagdishpur inclusive of loading, if any	
8.	Taxes & duties	The rates quoted shall be on F.O.R- BHEL Stores basis with unloading charges and exclusive of taxes and duties. The rates shall be inclusive of unloading charges, freight & Insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply.	

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9.	Validity of offer	Offer validity will be for 90 days from date of opening of Tender enquiry.	
10.	Business/ Work Distribution	The whole business is proposed to be distributed between 2 (Two) successful bidders, with the lowest bidder (L1) getting about 70% share and the next higher bidder (L2) getting about 30% subjected to acceptance of L-1 rate by L-2 bidder. The L1 rates shall be offered to L2 the bidder. In case L2 does not agree with L1 rates, the L1 rates shall be offered to L3 and if L3 does not agree with L1 rates, the L1 rates shall be offered to L4 and so on. If no one accepts the rate of L1 bidder, whole work shall be awarded to L1 bidder. *** In tender, if Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the total tender quantity and remaining total quantity will be distributed to 70:30; subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity). Other condition shall be as per MSEs policy 2012 (ref- Pg-9 of NIT). BHEL may change the distribution of work if the quality of work and/or delivery of any of the contractor are not satisfactory during execution of the contract.	
11.	Terms of Payment	• Payment will be made against Stores Receipt Voucher (SRV). Payment will be through e-payment mode. • 80 % of the cost of the boxes supplied will be paid on clearance of SRV. • Balance 20% of the cost of the boxes will be paid after the using/ packing of these boxes at BHEL or 30 days from date of receipt of boxes whichever is earlier. • GST Portion of invoice shall be released on Vendor declaring such invoice in his GSTR1 and Receipt of Good and Tax Invoice as per GST and Confirmation of Payment of GST thereon by vendor The finance dept will hold the payment of GST charged in bill and make payment of after compliance of above • Supplier should submit monthly bills along with all delivery challans.	•

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		The supplier will make payment within 30 days of the submission of bills.	
12.	Inspection:	The inspection and acceptance of boxes will done be at BHEL by QC personnel at the time of receipt of boxes. Entries of loaded vehicle of crates will be allowed between 9:00 AM to 3:00 PM on all working days. However BHEL will not be responsible for unloading of crates due to any reason thereof. The Unloading of crates will be in the scope of Vendor. Boxes meeting the BHEL's specification shall be accepted and those not conforming to the BHEL specifications shall be marked as rejected. These rejected boxes should be lifted back (for their free replacement) by the supplier within two working days failing which these boxes may be declared as scrap by BHEL, and supplier will not be able to claim against same at a later stage.	
13.	Loading	The deviation in delivery, payment term etc shall be loaded appropriately to arrive the landed cost to BHEL, the loading factors shall be intimated separately through email.	
14.	Test Certificate	The Supplier shall furnish a Test Certificate with each lot and consignment.	
15.	Guarantee:	The packing boxes should be guaranteed for at least two months from date of supply against any manufacturing defect or poor wood quality. The supplier shall arrange free replacement against these defective boxes. The packing boxes should also be guaranteed for safe packing, handling & transportation up to the destination. The contractor will give self-inspection report & guarantee certificate to this effect along with each lot.	
16.	Reverse Auction	BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA shall be provided to Techno-commercial qualified vendors before RA. <i>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”</i>	

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17.	Arbitration	Any dispute arising out of this contract shall be referred to the sole arbitration of GM- CS & FP, BHEL, Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Administrative building, BHEL, FP, Jagdishpur.	
18.	Jurisdiction	In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Sultanpur (UP) district court shall apply.	
19.	Penalty for Delay in supply:	The delivery of the packing boxes shall be made within the time prescribed on the requisition letter issued by user department. Failure to supply the boxes in time as per the delivery specified would make the vendor liable to an unconditional penalty at the rate of one percent (1%) of the supply order value of lot per week (or part thereof) subject to a maximum of ten percent (10%) of the supply order value of that lot. <i>Note:</i> <i>“Recovery of LD will include GST as applicable.”</i>	
20.	Risk Purchase	BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.	
21.	Consignee	The Stores Officer, CS& FP, BHEL, IA Jagdishpur, Dist.-Amethi-227817 (UP)	
22.	Billing Address	Sr. DGM-MM/Head, CS& FP BHEL, IA Jagdishpur, Dist.-Amethi-227817 (UP)	
23.	Documentation	One set of all required documents (ink signed) must accompany the supply and one set (Ink-Signed) to be sent to Purchase officer before the dispatch.	
24.	Acceptance	All above terms and Conditions along with Annexure-I conditions are Acceptable	
25.	Note for GST	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly. The vendor must ensure the GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server'. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor. GST Portion of invoice shall be released on	

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		• Vendor declaring such invoice in his GSTR-1 and • Receipt of Good and Tax Invoice as per GST and • Confirmation of Payment of GST thereon by vendor The finance dept will hold the payment of GST charged in bill and make payment of after compliance of above. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied/leviable on BHEL. For CS&FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)	
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