

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

Notice Inviting Tender

for

Supply of Stainless Steel Dinner Set as New Year Souvenir 2017

Tender Ref. No. AA:GAX:16:NG:103

Date: 11.11.2016

DATES OF SUBMISSION & OPENING OF TENDER

Due date of submission of offer : 25.11.2016 by 14:00 Hrs.
Date of opening the tender : 25.11.2016 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,

राहुल सिंह / RAHUL SINGH
अभियंता / Engineer
कॉर्पोरेट प्रशासन / Corporate Administration
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल. हाऊस, सिरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110 049 / New Delhi - 110 049


11.11.2016

(Rahul Singh)
Engineer (HR-GAX)
BHEL House, Siri Fort, Asian Games Village,
New Delhi 110 049, Phone: 66337406

Scope of Supply

Bharat Heavy Electricals Ltd. (a Maharatna PSU Company) requires around 805 nos. Stainless Steel Dinner Set as New Year Gift 2017. 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\(NIT_30169\)](http://www.bhel.com(NIT_30169)) or www.eprocure.gov.in (2016_BHEL_165225_1). The offers should reach in the office of the undersigned by 14:00 Hrs. on or before the Due Date i.e. 25.11.2016.

Description / Instructions

- a) Approx. 805 nos. Stainless Steel Dinner Set each (inclusive of all taxes, packing, carry bag & freight / delivery charges etc.)
- b) Technical Terms & Conditions (**Annexure-A1**)
- c) General Terms & Conditions (**Annexure-A2**)
- d) BHEL required
- e) Price Format (**Annexure-B**)
- f) Acceptance / Deviation Certificate (**Annexure-C**)
- g) Contact details (**Annexure-D**)
- h) Locations & Details for Delivery (**Annexure-E**)

IMPORTANT INSTRUCTIONS:

1. The cost of each offered gift item payable by BHEL shall be maximum ₹600/= 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.

The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049.

For & on behalf of BHEL,



(Rahul Singh)

Engineer (HR-GAX)

BHEL House, Siri Fort, Asian Games Village,
New Delhi 110 049, Phone: 66337406

Annexure-A1

Technical Tars & 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.
- c. Samples (max. 3) of the offered dinner set as per S.No. (E) 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 Sales Tax Registration No.
- b. The bidder's average annual financial turnover during the last three financial years ending 31st March'16 should be at least Rs. 1,44,900.00
- c. The Bidders should be resourceful and capable, having experience of supply gift items for last 2 years ending on 31.10.2016 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 specification (of Dinner Set) as per Annexure-B1.

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

- a) Copy of PAN Card & Sales Tax 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 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16 & 2016-17). In case of unavailability of audited Balance Sheet & Profit & Loss statement for FY 2015-16, CA certificate for the same shall be furnished.
- c) Signed & stamped copy of acknowledgements of IT return of last three financial years i.e. FY 2013-14, 2014-15 & FY 2015-16 (AY 2014-15, 2015-16 & 2016-17).

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- d) At least 02 nos. of copies of Work Orders/ award letters in support of proof of experience during last 2 years ending on 31.10.2016.
- 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 Specification (of Dinner Set) as per Annexure-B, 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 specifications, 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 Engineer(HR-GAX).

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.

E.) Submission of samples & evaluation:

1. The bidders would be required to submit their best samples of dinner set within the maximum upper limit (i.e. Rs. 600.00 per set) and quote their best price in a separate sealed cover (Part-II Bid).
2. A bidder can submit more than one sample & maximum of three, marking them as A / B / C etc. and separate sealed cover for each of such alternatives.
3. All the items so received would be displayed for selection by the selection committee. This shall be done only for techno-commercially qualified bidders.
4. The price bids of only the samples selected by the committee would be opened and the contract would be awarded to the bidder having quoted the lowest price.
5. In the event of more than one party having quoted identical rates and there is a tie amongst the bidders, either



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- 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.
6. BHEL reserves the right to split the order, in case L1 bidder is unable to supply or distinct L1 is not obtained after process at S.No.4 above.

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Annexure-A2

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. 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 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.

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12. Payment terms:

- a. 90% payment shall be made against complete delivery of tendered / awarded items. Rest 10% shall be processed post successful replacement and / or return of items (if any), within 1 month of date of supply.
- b. For processing of payment, bill with delivery challans shall be submitted in duplicate.
- c. Payment will be processed within 20 days of submission of bills. However, BHEL shall not pay any interest in case of delay in payment.

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

14. 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.

15. Offers received after due time and date shall be liable for rejection.

16. 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.

17. The gift items shall be supplied within 2 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 three weeks from the date of Purchase Order @ ½% per week or part thereof subject to a maximum of 10% of PO Value.

18. 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.

19. All items should be in conformity with manufacturer specifications and of standard quality.

20. The items have to be supplied in properly packaged condition and delivered in the same packaged condition to BHEL House, Siri Fort, New Delhi - 110049.

21. Locations for delivery of items: Corporate Administration, BHEL House, Siri Fort, New Delhi - 110049.

22. The bidders are requested to submit their offer, duly filled and complete in all respects, in the 'Tender Box' at Security Check / Desk at Gate No.1 of the office of tender issuing authority, on or before the due date and time of submission of tender which is 25.11.2016 by 14:00 Hrs.

23. 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.

24. **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.

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25. 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. Dept., 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.

26. 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.

27. 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.

28. 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

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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.

For & on behalf of BHEL,

Handwritten signature of Rahul Singh in black ink, with the date 11.11.2016 written below it.

(Rahul Singh)
Engineer (HR-GAX)

BHEL Required Specifications of Dinner Set

S.No.	Specifications of Dinner Set	Compliance (Yes / No)	Details of supporting document(s), if any
1	20 pieces Stainless Steel Dinner Set containing: i. 4 Full dinner plates (min. Dia 26.5 cm) <i>Min. Weight: 1.120 Kg.</i> ii. 4 Katoris / small bowls (min Dia 9.8 cm., min. Depth 4.0 cm.) <i>Min. Weight: 0.240 Kg.</i> iii. 4 Glasses (min. Dia 7.0 cm, min. Depth 9.4 cm.) <i>Min. Weight: 0.380 Kg.</i> iv. 2 Serving bowls (min. Dia 18.0 cm., min. Depth 9.4 cm) <i>Min. Weight: 0.400 Kg.</i> v. 4 Table spoons <i>Min. Weight: 0.100 Kg.</i> vi. 2 Serving spoons <i>Min. Weight: 0.100 Kg.</i>		
Note: In case of non-compliance of any of the above specifications, bid shall be rejected.			

Signature
Name, Designation & Company Seal

[Signature]
11.11.2016

Part-II : PRICE FORMAT

Description & Specification of item	Rate (in Rs.) per set
Approx. 805 nos. of 20 pieces Stainless Steel Dinner Set containing: i. 4 Full dinner plates (min. Dia 26.5 cm.) <i>Min. Weight: 1.120 Kg.</i> ii. 4 Katoris / small bowls (min Dia 9.8 cm., min. Depth 4.0 cm.) <i>Min. Weight: 0.240 Kg.</i> iii. 4 Glasses (min. Dia 7.0 cm, min. Depth 9.4 cm.) <i>Min. Weight: 0.380 Kg.</i> iv. 2 Serving bowls (min. Dia 18.0 cm., min. Depth 9.4 cm.) <i>Min. Weight: 0.400 Kg.</i> v. 4 Table spoons <i>Min. Weight: 0.100 Kg.</i> vi. 2 Serving spoons <i>Min. Weight: 0.100 Kg.</i>	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. 600.00. 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. 600.00, as per S. No. 1 above).

Signature
Name, Designation & Company Seal

[Handwritten Signature]
11.11.2016

Acceptance / Deviation Certificate

We hereby accept all terms and conditions of the above tender except the followings:

- 1.
- 2.
- 3.

Signature
With name, Designation & seal of the company

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Annexure-D

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

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Annexure-E

Locations & Details for Delivery

S.No.	Department / Office	Nos. of gift items to be supplied / delivered	Delivery Address
1.	BHEL Corporate Office	805 (+/- 30%)	Contact person: Shri Rahul Singh, Engineer(HR-GAX), 011 66337437 Address: BHEL House, Siri Fort, New Delhi – 110049


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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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