



**BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE (HR-GAX)
BHEL House, SIRI FORT
NEW DELHI - 110049**

TENDER DOCUMENTS

FOR

SUPPLY OF NEW YEAR GIFT FOR BHEL EMPLOYEES

- Items category: - 1- Kitchen Appliances: Pressure Cooker (5 Liter) (Induction +LPG) + any other utensil item e.g. Non- Stick frying pan, tawa etc.
2- Personal use item: Trolly Bag

Tender Ref. No. AA:GAX:NYG:13:101

Dated: 22nd October, 2013

CONTENTS

- 1- Scope of Supply and General Terms & Conditions of the Tender
- 2- Pre-qualifying Requirement (PQR)
- 3- Technical bid - Part " A "
- 4- Price Bid - Part " B "

DATES OF SUBMISSION & OPENING OF TENDER

Due date of submission of sealed tenders : 5th November, 2013 by 14.00 Hrs.

Date of opening the tender (Techno-commercial): 5th November, 2013 at 15.00 Hrs.

Venue for opening of Tender

: 2nd Floor, BHEL House, Asian Games Village, Siri Fort, New Delhi 110 049



(A) **Scope of Supply**

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) requires around 4050 Nos. **New Year Gift** in the either of the category of '**Kitchen Appliances: Pressure Cooker (5 Liter) (Induction +LPG) + any other utensil item e.g. Non- Stick frying pan, tawa etc. or Personal use item: Trolley Bag**' for their employees at New Delhi and Noida based offices. Sealed Offers are invited for the under mentioned Scope of supply of above category of items, subject to acceptance of the enclosed Terms and Conditions. The offers should reach in the office of the undersigned by 2.00 PM on or before the Due Date.

Description / Instructions
<p>a) 4050 Nos. New Year Gift item(s) of the category of 'Kitchen Appliances: Pressure Cooker (5 Liter) (Induction +LPG) + any other utensil item e.g. Non- Stick frying pan, tawa etc. or Personal use item: Trolley Bag' costing maximum ₹ 1000/= each (inclusive of all taxes, packing preferably in potable form & freight / delivery charges etc.).</p> <p>b) General Terms & Conditions (Sl.-"B")</p> <p>c) Pre Qualifying Requirements (Sl.-C)</p> <p>e) Bid Opening (Sl.-E)</p> <p>d) Price Format (Annexure.-"A")</p> <p>IMPORTANT INSTRUCTIONS:</p> <ol style="list-style-type: none">1. Bidders can offer any "Pressure cooker (5 liters) (Induction+LPG) + any other utensil item e.g. Non- Stick frying pan, tawa etc."in Kitchen Appliances category or any "trolley bag" in Personal use item category.2. One bidder can offer maximum three alternatives and quote his prices for each of the alternatives in separate sealed covers by using relevant price format enclosed with the tender enquiry.3. The Bidders have to submit the "tender sample" for each of the alternatives of his offering for display and acceptance by the committee. The MRP (price tag) should not be put on the box of "tender sample(s)"4. The cost of each offered alternative shall be maximum ₹ 1000/= inclusive of all taxes & freight / packing preferably potable form & forwarding charges etc.5. Bidders must go through all the Annexures before submitting their bid and submit the details in enclosed Annexures-B, C & D.6. 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.7. The prices must be Quoted in the enclosed Price Format only.8. Quoted Rates shall remain FIRM till the supply is completed.9. Offers should be submitted in Two Parts bid manner as described in Sl.-"E".10. Price Bids of those Bidders will only be opened who qualify technically & commercially and their 'tender samples' are accepted by the BHEL committee.11. The bidders will be allowed to complete the supply of ordered quantity of gift item within 30 - 40 days of placement of purchase order.

3/12



(B) General Terms and Conditions

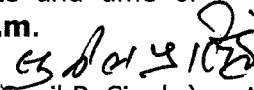
1. All bidders to note that the process for procurement of gift is primarily a 'sample' based procurement. Since, such procurement also involves selection based on various indeterminable parameters by a committee; the same will be done without disclosing the names of bidders.
2. All the 'tender samples' of the technically qualified parties shall be displayed for selection / short-listing by the committee. The committee will **shortlist minimum three to maximum five 'tender samples'** of technically qualified bidders and **price bids shall be opened for the selected 'tender samples' only**. Order shall be placed on lowest bidder.

The '**tender sample**' submitted by the successful bidder will be preserved by BHEL (Administration Department) for comparison of final supplies by inspection / random checking. The 'tender samples' of the unsuccessful bidders will be returned to them after placement of purchase order.

3. The upper price limit of the offered item shall be ₹ 1000/= inclusive of all taxes and FOR delivery at Delhi and Noida offices.
4. In the event of more than one party having quoted **identical lowest rates and there is a tie amongst the bidders**, the respective bidders would be asked to submit their **revised rates**. This process would continue till the distinct L1 rate is arrived.
 - 4.1 In case same prices are quoted for more than one alternative by the lowest bidder, BHEL reserves the right to select any of the alternatives and the same shall be binding on the bidder.
5. The offer shall remain valid for **90 days** from the due date of opening of Price Bid. No request will be entertained for any increase of rates till the completion of supplies as per BHEL's requirement.
6. Offers received after due time and date shall be rejected.
7. Rates shall be quoted in the enclosed Price Format only.
8. Bid should be free from correction and erasers. Corrections, if any, must be counter-signed. Arithmetic errors (if any) shall be corrected by BHEL and for difference between all inclusive rate in words and figures, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
9. BHEL reserves the right to **increase or decrease the Order quantity by plus or minus 10% as per our actual requirement**.
10. The sample of the offered item(s) (tender sample) shall be required to be submitted along-with sealed tenders.



11. The gift Items shall be supplied within 30 - 40 days of placement of purchase order.
12. The gift Items will be supplied 'strictly as per the 'tender sample'. If the supplied items are found of inferior quality or not as per the approved tender sample, will be rejected by this office. A certificate duly endorsed by BHEL accepting authority shall be required along-with bill to the effect that the items supplied are as per 'tender sample' and manufacturer's specifications.
13. The Gift items (Bundle) will be supplied in good quality packing, presentable as gift pack preferably in potable form.
14. Delivery of the Items shall be made on FOR basis to BHEL offices at New Delhi and Noida. The consignee details will be given prior to supply to the successful bidder.
15. Rates should be quoted **inclusive of all applicable Taxes / VAT and transportation / packing / forwarding charges etc.**
16. If any information given by the bidder is found to be incorrect at later stage, BHEL reserves the right to reject the bid submitted by bidder / cancel the award of order.
17. ***The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com***
18. Tender / offer (Part-I & Part-II) to be submitted in separate sealed envelopes put together in one sealed envelope, but the Part-I offers of the parties, shall be opened on the Due Date of Opening i.e. **5th November, 2013 at 3.00 PM** in the presence of authorized representatives of the parties who may like to be present.
19. The Bidders may clarify any doubts related to this tender enquiry from the undersigned within 10 days of publication of NIT in the newspaper(s).
20. The bidders are requested to submit their tender, duly filled and complete in all respects, to the undersigned on or before the due date and time of submission of tender which is 5th November, 2013 by **2.00 p.m.**


(Sunil P. Singh)

Manager (HR-GAX)

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

22/10/2013



(C) Pre-qualifying Criteria (PQ)

The pre-qualification criteria (PQ) for the Bidders for supply of New Year Gift items of the category of **'Kitchen Appliances: Pressure Cooker (5 Liter) (Induction +LPG) + any other utensil item e.g. Non- Stick frying pan, tawa etc. or Personal use item: Trolley Bag'** will be as follows:

Sl. No.	Qualifying Requirement	Documents to be submitted in Support of Proof
1.	The average annual turnover of the Bidders during the last 3 years ending on 31 st March 2013 should at least be ₹ 15 Lacs.	Certified copies of audited Balance sheets / Profit & loss account for the last three years.
2.	The Bidders should be resourceful and capable, having experience of Manufacturing / supply & execution of similar contracts for supply of gift / utility items of the category of "Kitchen appliances or Personal use Items" for the last 3 Years ending on 31 st March, 2013 and they should have executed the orders for supply of Similar Gift Items for reputed PSUs & Government departments or other reputed Companies / Institutions. They should submit the List of clients to whom they have supplied the items during the last 3 years.	<ol style="list-style-type: none">1. Copy of certificate of incorporation/registration /establishment.2. CST / VAT Registration no.3. Copy of the PAN card.4. Copies of income tax returns for last three years.5. Copies of purchase orders executed.6. List of clients to whom items have been supplied during the last 3 years.7. Documentary evidence of successful execution of order viz client certificate, receipt challan etc.
3.	The vendors should either have their own manufacturing facility or they should be authorized re-seller of the renowned manufacturers.	Documentary evidence must be furnished to this effect.

The documents as required above shall be submitted along-with Part-I Bid. Incomplete bids shall be liable for rejection.



(D) Procedure for submission of sealed Tenders

Bids shall be submitted latest by 2 P.M. on or before the due date and time, in two separate envelopes as follows:

PART-I : Techno – Commercial Bid - This part shall contain the following:

- a. Techno commercial offer/details
- b. Acceptance of terms and conditions
- c. **'Tender Sample' of the Items (separately for each of the three alternatives, as applicable) which Bidders have quoted.**
- d. The following Documents are to be annexed with Techno-Commercial Bid:
 1. Certified copies of **audited Balance** sheets / Profit & loss account for the last three years.
 2. Copy of certificate of incorporation/registration/establishment.
 3. Valid authorization letter of dealership from the manufacturer (for resellers, dealers, etc.), if applicable.
 4. Copy of the PAN card.
 5. Copies of income tax returns for the last three years.
 6. Copies of purchase orders executed by the Bidders.
 7. A copy of registration certificate of VAT / Sales Tax, if applicable.
 8. List of clients to whom the items have been supplied during the last two years.
 9. Documentary proof of successful execution of order viz client certificate, receipt challan etc.
 10. List of Authorised Service Centres in Delhi / NCR for the items.
 11. Annexures-B, C & D
 12. Technical Details of the items

PART- 2: Price Bid

This part shall contain **Rates only** (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 as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with Tender Enquiry No., due date of opening and **'Part-2: Price Bid'**. The all inclusive Rates shall be quoted both in **words and figures**.

(E) Bid Opening

Part-I (Techno-Commercial Bids) will be opened at 3.00 PM on the due date in the presence of bidders who may like to be present. On the day of opening of the tender your Techno-commercial bids only will be opened. The price bids of only technically qualified bidders

By Aca



(whose technical bids are found satisfactory) and whose 'tender samples' are accepted by the committee will be opened. The date & time of opening of Part-II (Price Bids) will be communicated to the eligible bidders.

The 'tender sample' submitted by the successful bidder will be preserved by BHEL (Administration Department) for inspection / random checking of the final incoming supply. The 'tender samples' of the unsuccessful bidders will be returned to them after placement of purchase order.

(F) Warranty Period / Service Centre:

The offered items by the bidders shall be warranted for a period of one year or as per the normal terms of warranty offered by the manufacturer. The bidders shall submit a list of authorized service centres in Delhi / Noida.

(G) ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/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.

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.

- b) 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.

(H) 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.



(I) 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.

(J) DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) 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 not so delivered or others of a similar description where stores 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.
- b) Cost of the purchases/service made by the Purchaser/Service taker 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.



(K) Terms of Payment

The payment will be made within 30 days after satisfactory completion of supply to all the consignees / offices and submission of bill to this office. However, no interest shall be paid for delay in making the payment. No advance payment shall be made and no additional charges on any account will be paid by BHEL.

(L) LD for delayed supplies:

The ordered items shall be supplied by the vendor **within 30 - 40 days of placement of purchase order**. In case supply is delayed beyond the said period, BHEL reserves the right to deduct penalty for delayed supplies @ ½% per week of delay or part thereof subject to maximum of 10% of order value.

(M) Penalty Clause: In case supply of items are not matching with the sample of item submitted with bid w.r.t. quality, appearance, size etc. the penalty shall be imposed maximum up to 10% of the order value which shall be over and above the LD. Decision of BHEL shall be final on this regard.

(N) Bid Evaluation

The order will be placed on the L-1 bidder from amongst the selected 'tender samples' of technically qualified bidders. The rates quoted in column "F" of the **Price Bid Format will be taken into account for arriving at L1 rates.**

(N) Validity of Rates

Bid should be valid at least for 90 days or till the completion of supply.

(Sunil P. Singh)
Manager (HR-GAX)
Phone: 66337406



ANNEXURE-A (I)

PRICE FORMAT (ALTERNATIVE – I)

Sl.No	Description of offered Item (s)	Basic Rate per unit (Rs.)	Taxes/ VAT etc. (if any)	All inclusive Rate per unit (inclusive of all taxes/ VAT, transportation, packing & forwarding charges etc,) (Rs.)
A	B	D	E	F = (D+E)
1. Altern ative – I.	Gift items of the category of " <u>Kitchen appliances or Personal use item</u> " <u>Brief Description of the Item:</u>			

All inclusive Rate per unit in words:

Note:

1. Above rates shall be valid for total quantity of **4050 Nos (± 10 %)** .
2. Please use **separate Price formats** for different alternatives (i.e. Alternative I, II & III)
3. **Evaluation Criteria:** The order will be placed on the L-1 bidder from amongst the selected 'tender samples' of technically qualified bidders. The rates quoted in column "**F**" of the Price Bid Format will be taken into account for arriving at L1 rates.

Signature
Name & Company Seal



ANNEXURE-A (II)

PRICE FORMAT (ALTERNATIVE –I I)

Sl.No	Description of offered Item (s)	Basic Rate per unit (Rs.)	Taxes/ VAT etc. (if any)	All inclusive Rate per unit (inclusive of all taxes/ VAT, transportation, packing & forwarding charges etc.) (Rs.)
A	B	D	E	F = (D+E)
1. Altern ative-I I.	Gift items of the category of " <u>Kitchen appliances or Personal use item</u> " <u>Brief Description of the Item:</u>			

All inclusive Rate per unit in words:

Note:

1. Above rates shall be valid for total quantity of **4050 Nos (± 10 %) Nos.**
2. Please use **separate Price formats** for different alternatives (i.e. Alternative I, II & III)
3. **Evaluation Criteria:** The order will be placed on the L-1 bidder from amongst the selected 'tender samples' of technically qualified bidders. The rates quoted in column "**F**" of the Price Bid Format will be taken into account for arriving at L1 rates.

Signature
Name & Company Seal



ANNEXURE-A (III)

PRICE FORMAT (ALTERNATIVE –III)

Sl.No	Description of offered Item (s)	Basic Rate per unit (Rs.)	Taxes/ VAT etc. (if any)	All inclusive Rate per unit (inclusive of all taxes/ VAT, transportation, packing & forwarding charges etc.) (Rs.)
A	B	D	E	F = (D+E)
1. Altern ative-I II.	Gift items of the category of " <u>Kitchen appliances or Personal use item</u> " <u>Brief Description of the Item:</u>			

All inclusive Rate per unit in words:

Note:

1. Above rates shall be valid for total quantity of **4050 Nos ($\pm 10\%$)**.
2. Please use **separate Price formats** for different alternatives (i.e. Alternative I, II & III)
3. **Evaluation Criteria:** The order will be placed on the L-1 bidder from amongst the selected 'tender samples' of technically qualified bidders. The rates quoted in column "**F**" of the Price Bid Format will be taken into account for arriving at L1 rates.

Signature
Name & Company Seal

Handwritten signature/initials



ANNEXURE 'B'

DECLARATION

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

Signature
(Name & Address of the Bid with official seal)

Place:

Date:

cy/ra



ANNEXURE 'C'

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 firm

Handwritten signature



ANNEXURE 'D'

TECHNICAL DETAILS

₹ in Lakhs

TURNOVER OF THE BIDDER	2012-13	2012-11	2011-10
Copies of Income tax returns			

EXPERIENCE	Details of orders executed successfully	Value	Customer's Name

SUPPLY OF SIMILAR GIFT ITEMS	Similar orders	No. of orders	Value	Customer's Name

Pan Card No.	
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VAT / Sales Tax Registration No.	
Certificate of date of Incorporation/registration/establishment.	
Dealership authorization letter.	
List of authorized service centres in Delhi Noida	

Signature with seal of the firm