



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Tender no. AA:GAX:15:DG:112

Date : 24.10.2015

Sub: Limited Tender for intended parties - Supply of Dry Fruit Boxes for Diwali 2015.

Dear Sir,

Quotations are invited in sealed cover with Tender No., Date and Due Date, legibly super-scribed on it, for the under mentioned Scope of work subject to acceptance of the enclosed Terms and Conditions. The quotation should be put in the tender box in the office of the undersigned by 14:00 Hrs. on or before the Due Date.

S.N.	Description / instructions
1.	<ul style="list-style-type: none">a) Supply of dry fruit boxes as per specifications attached at Annexure-C.b) Procedure for submission of bid (Annexure-A)c) General Terms & Conditions (Annexure-B)d) Specifications for Dry Fruits Boxes (Annexure-C1)e) Price Bid Format (Annexure-C)f) Deviation / No deviation Certificate (Annexure-D)g) Declaration (Annexure-E)
	Important instructions
1.	Bidders must go through all these Annexures before submitting the bid. All information as sought in the tender shall be furnished in totality.
2.	Offers should be submitted in Two Parts as described in Annexure-A.
3.	The prices must be quoted in the enclosed Price Bid format ONLY.
4.	The offers shall remain valid for a period of 90 days from the date of Part-I opening & 30 days from the date of Part-II bid opening.
5.	BHEL reserves the right to open the Price bids if the Part-I offer along with the quality of the sample(s) is acceptable to BHEL.

Your offer, complete in all respects, duly signed by your authorized representative and sealed as above, along with sample boxes as per Annexure-C1, must reach the undersigned latest by 14:00 Hrs. on the Due Date i.e. 29.10.2015, at our office BHEL House, Siri Fort, New Delhi. Technical Bid (Part-1) will be opened at 15:00 p.m. on the same day. Based upon the acceptance of the sample box(es), the price bids of such techno-commercial acceptable bidders shall be opened simultaneously on the due date of submission.

Thanking you,

For and on behalf of BHEL

Sunil P. Singh

Manager(HR-GAX)

Off: 011 6633 7406

Mob: +91 9999500979

Email: sunilps@bhel.in

पंजीकृत कार्यालय : बीएचईएल हाउस, सीरी फोर्ट, नई दिल्ली-110049, भारत फोन : 66337000, फैक्स : 011-26493021
Regd. Office : BHEL House, Siri Fort, New Delhi-110049, INDIA. Phone : 66337000, Fax : 011-26493021

Procedure for submission of bid

1. Bid has to be submitted in two part format, as follows:

- i) Part-I: This part shall contain the following documents-
 - (1) Tender document (excluding Price Bid) signed & stamped on all pages as a token of acceptance of tender terms & conditions.
 - (2) Sample boxes of Type-1 & Type-2 as per specifications at Annexure-C1.
- ii) Part-II: This part shall only contain the duly filled, signed & stamped Price Bid (Annexure-C) & nothing else. Any Part-I document if found with Part-II bid shall not be considered for evaluation at Part-I level.
- iii) Both Part-I & Part-II bids shall be put in separate sealed envelopes, clearly indicating Part-I / II, Tender No., Date Of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority which shall be finally put in a single envelope with Tender No., Date Of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority.
- iv) Bid shall be submitted at BHEL House, Siri Fort, New Delhi – 110049 in the Tender Box at Security Check on Entry Gate No. 1, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL & only be put in the tender box.
- v) In case of any queries regarding this tender, the issuing authority of this tender may be suitably contacted for clarifications.
- vi) Keep checking the following websites / portals for corrigendum or addendum, if any:
 - i. www.bhel.com
 - ii. www.eprocure.gov.in

Note: In case of any deviation from tender terms & conditions, the same shall be indicated clearly ONLY in the Deviation / No Deviation Certificate at Annexure-D.

Handwritten signature

General Terms & Conditions

1. Delivery of all items shall be made at BHEL House, Siri Fort Office, Corporate Administration Dept.(2nd Floor).
2. Deliveries should be strictly in accordance with the quality of the sample submitted with the offer (Material & its boxing) & duly acceptable to BHEL. BHEL reserves the right to check randomly supplies with respect to Quality of Material & its boxing. In case of deviation & non-conformance with the quality of the Sample submitted with Technical Offer, the order/lot is liable for rejection and no payment shall be made.
3. Supplies of the ordered quantities shall commence in lots within 2/3 days from the date of placement of order and to be completed on or before 9.11.2015 & any additional quantities within a day or two from the date of our written intimation (e-mail / letter), as per our requirements.
4. In case, the supplier, on whom the order will be placed for supply of items (based on lowest price) is not able to deliver the desired quantity & quality within the delivery schedule, the order can be shared between the other vendors who are ready to supply the items by matching the lowest price. Also, BHEL reserves the right to split the order.
5. In case there is delay in supply of quantities along with LOA, BHEL reserves right to levy LD @ 2% per day up to a maximum of 10% value of the ordered value.
6. Supplies against supplementary orders for additional nos. shall be required to be completed well before the date of Festival.
7. Best effort shall be made to release the payment within 15 days of submission of bills and subject to satisfactory completion of supplies. Payment shall be made through EFT, for which bank details will be required to be furnished by the supplier. However, no interest shall be paid for delay in making the payment.
8. Delivery of the quantities released with P.O. shall be completed within 04 (four) days or till 9.11.2015, whichever earlier, from the date of placement of order.
9. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised price bids. This process would continue till the distinct L-1 rate is arrived and the purchase order will be placed on L-1 bidder. Tender shall be evaluated to obtain item-wise L1 bidder/ bidders (for both 900 gms box & 500 gms box) separately.
10. 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
11. "Bidders are requested to quote in two parts as mentioned above in composition of bids. However for quotation submitted in single bid against our requirement of two part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected."



12. Deviations, if any, mentioned elsewhere in bid apart from Annexure –D shall be treated as null and void by BHEL.

13. **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.

14. **Laws governing the contract**

15. 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.

16. **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.

17. **Default / Breach of Contract, Insolvency and Risk Purchase**

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars

(Handwritten signature)

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.

18. 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.

3/20/13/16

Specifications for Diwali Dry-Fruits Box

Approximate Quantity Required: 3506 boxes of 500 gms and 5575 boxes of 900 gms. each box (quantity variable by $\pm 30\%$)

Specifications:

1. A ready-boxed dry-fruit card-board box, made of cardboard, with supplier's brand, duly printed on the box.
2. The box should contain details of contents, net weight, Date of Boxing/Expiry, Trade Mark, etc. and the material should be fresh.
3. Each box (both types as indicated below) should contain each type of dry fruit in pilfer-proof non-resealable poly-boxes / pouches / boxes, duly sealed and the outer box should be properly shrink-wrapped. The box should again be put in a fabric carry-bag, with supplier's name/brand printed on it, to make it presentable.
4. The 2 types of boxes shall be as follows:

a. Type-1: 900 gms Box:

- Cashew nuts W240 (Mangalore) – 250 gms
- Walnut kernel vacuum boxed – 200 gms.
- Pistachio Doda (Irani), roasted & salted (medium size) – 200 gms
- Almond Nuts (American) – 250 gms

Weight of the Card board Box = _____ }
Total Nett Weight of Dry-fruits = _____ } (To be filled by the Vendor)
Total Gross Weight of the Box = _____ }

b. Type-2: 500 gm Box:

- Almond Nuts (American) – 250 gms
- Cashew nuts W240 (Mangalore) – 250 gms

Weight of the Card board Box = _____ }
Total Nett Weight of Dry-fruits = _____ } (To be filled by the Vendor)
Total Gross Weight of the Box = _____ }

Order shall be placed before Diwali, and all supplies, including last minute additional quantity, must be completed on or before 09.11.2015.

NOTE: A sample box (of both types) containing items as detailed above, duly boxed in the cardboard box, with a carry bag, ready for presentation, must also be enclosed with the Part-I bid, without which Price Bid (Part-II) shall not be opened.

(Handwritten signature)

PRICE OFFER

(For supply of Dry Fruit Boxes for Diwali)

Sl. No.	Description	Approx. Qty. (in nos.)	Rate per Box (in Rs.)	Total amount as per quantity (in Rs.), all inclusive
1	Type-1 Box (900 gms) Sample as per specifications at Annexure-C1	5575	_____	T1 _____
2	Type-2 Box (500 gms) Sample as per specifications. at Annexure-C1	3506	_____	T2 _____

Evaluation Criterion: Tender shall be evaluated to obtain item-wise L1 bidder / bidders (for both 900 gms box & 500 gms box) separately, i.e. evaluation of T1 & T2 to obtain L1 bidder(s) for Type-1 & Type-2 boxes respectively.

Net price per box, including all taxes, freight & Handling charges, delivery at BHEL House, Siri Fort, New Delhi & Noida.

Quoted Rates will remain firm and valid till the complete supply is over including supplementary orders.

30/10/15

(Signature & Seal of the Party)

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 Party)

5-10-15/167

Deviation / No Deviation Certificate
(To be submitted in Part-I Bid)

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 followings:

- 1.
- 2.
- 3.

Signature
With Name, designation & seal of the firm

30/10/15