

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17
NOIDA, UP - 201301**



TENDER DOCUMENTS

FOR

**PROVIDING TENT/ SHAMIANA & SEATING ARRANGEMENT FOR
CELEBRATION OF INDEPENDENCE DAY FUNCTION IN
BHEL TOWNSHIP, SECTOR-17, NOIDA.**

**NIT No. 09: AA: NOI: ADMN.: ID (Tent):112:2013-14
Dated: 07.08.2013**

Last date for Submission of offer: 08.08.2013 upto 1500hrs



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -१७, नोएडा - २०१ ३०१ (यू.पी.), भारत

BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (का.)/ Tel.- 0120-6740983, फैक्स (Fax)- 0120-6740994

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in single part bid for the following Work in BHEL Township, Sector-17, Noida.

Name of Work : Providing Tent/ Shamiana & Seating arrangement for celebration of Independence Day Function in BHEL Township, Sector- 17, NOIDA.

NIT No. : 09:AA:NOI:ADMN.: ID (Tent):112:2013-14
Dated: 07.08.2013

Date & Duration of Function: on 15/08/2013 for FIVE hours.

Earnest Money : Nil

Tender Cost : Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 08/08/2013 at 1500 Hrs.

Date of opening the tender : 08/08/2013 at 1530 Hrs.

Venue for opening of Tender : Estate Office, BHEL Township Sector-17, Noida

The Tender Document may be obtained from the office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost). The sealed tender should be submitted by hand in the office of Engineer (HR-TAX), between 9.00 AM to 3.00 PM on latest by 08.08.2013 at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-6740983, mobile No.-8800957670 or at e-mail: omender@bhel.in.

(Omender Singh)

Engineer (HR-TAX)

On behalf of "BHEL"

TENDER DOCUMENT

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
3. Rate shall be quoted for each item inclusive of all taxes but exclusive of service tax which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
4. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
5. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
7. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957670 or e-mail : omender@bhel.in
8. The tenders or their representative may attend the opening of tender.

B. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 3) Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed.
- 4) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding Service Tax. The Service Tax shall be quoted extra in the same price bid format.
- 5) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 6) **OFFER VALIDITY:** Validity of offer will be **6 days** from the date of opening of the tender.
- 7) **EVALUATION CRITERIA:** Evaluation of Bids will be done on overall L-1 rate inclusive all including Service tax (on Sl.No.-16 of Price Bid). In case of tie between the overall rates of two or more bidders, the snap bidding system will be followed to arrive the L-1 bidder.
- 8) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
 - 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.

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) **In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price**
- e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 9) **COMPLETION PERIOD:** All the arrangement with proper setting shall be completed latest by **8:00 AM on 15.08.2013.**
- 10) **QUANTITY VARIATION:** The quantity of any item mentioned in the Price Format may vary \pm 10% during execution of work as per the direction of Engineer-in-charge.
- 11) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. .
- 12) **PAYMENT TERMS:**
- Payment shall be made for the actual executed quantity of items.
 - No advance payment or the payment for mobilization of work will be made to the contractor.
 - Bill raised by the Contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
 - The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - All payment will be subject to deduction of taxes at source as per rules.
 - Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
 - The Service Tax shall be paid as per the quoted rate of Service Tax (at Sl. No. - 14 & 15 of Price Format). No payment of Service Tax will be made if not quoted by the tenderer in the Price Bid.
- 13) **SECURITY DEPOSIT:**
- The security deposit shall be collected from the L-1 bidder. The rate of Security Deposit will be as below :
 - Upto Rs. 10 lakhs : 10% of work order value**
 - Above Rs. 10 lakhs & upto Rs. 50 lakhs: Rs. 1 Lakh + 7.5 % of the amount exceeding 10 lakhs**
 - Above Rs. 50 lakhs: Rs 4 lakhs + 5% of amount exceeding Rs 50 lakhs**
 The security deposit shall be collected before start of work by the contractor.
 - Security deposit may be furnished in any one of the following forms:
 - Cash (as permissible under the Income Tax Act)
 - Pay order / demand draft in favour of BHEL.
 - Local cheques of schedule banks, subject to realization.
 - Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - The Security Deposit shall not carry any interest.
 - The security deposit will be released after the actual completion of work.
 - Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 14) **L.D. FOR BAD QUALITY OF SERVICES:** In case the services offered are not found satisfactory an L.D. of up to 20% of total value will be deducted from the bill..
- 15) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.

- 16) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 17) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 18) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 19) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 20) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 21) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 22) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. SPECIAL TERMS & CONDITIONS:

- 1) The arrangement of tent & seating shall be as per the direction of Engineer-in-charge.
- 2) The party may visit the venue of arrangement before submitting the offer.
- 3) All the materials/ items shall be arranged by the contractor at no extra claim basis. No material / item shall be issued from BHEL.
- 4) All the items provided at the site shall be of good quality and neat & clean. Stained curtains, sofa covers, chair covers etc. shall not be acceptable.
- 5) The contractor shall deploy a supervisor for supervision of full arrangement. He will follow all the instructions of the Engineer-in-charge.
- 6) After completion of function the contractor shall remove all the arrangement at the earliest.

(Omender Singh)
Engineer (HR-TAX)
On behalf of “BHEL”

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the contractor)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 09:AA:NOI:ADMN.:ID (tent):112:2013-14

Dated: 07.08.2013

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

PRICE FORMAT

Name of Work : Providing Tent/ Shamiana & seating arrangement for celebration of Independence Day Function in BHEL Township, Sector- 17, NOIDA.

NIT No. : 09:AA:NOI:ADMN.: ID (Tent):112:2013-14 **Dated:** 07.08.2013

Date & Duration of Function: on 15/08/2013 for five (05) hours.

Sl. No	Description of Items	Qty.	Rate in Words (Rs)	Rate in Figure (Rs.)	Amount (Rs.)
1.	Water Proof Pipe Pandal of size 15'x15' each with back curtains.	30 Nos.			
2	Standard size entry gates with flower decoration	03 Nos.			
3	Sofa set three seater with covers & cushions	25 Nos.			
4	Maharaja carpets 5'x15'	30 Nos.			
5	Banquet chairs with covers.	1000 Nos.			
6	Waiter in uniform for serving water along with 24 nos. of glass tumbler and 02 nos. service trays	02 Nos.			
7	Table with white cover & frills	24 Nos.			
8	Curtain with pole 15' x 12'	80 Nos.			
9	Round tables with white cover & frills	16 Nos.			
10	High speed Pedestal Fans	20			
11	Setting charges.	L.S.			
12	Cartage	L.S.			
13	Total Amount (Rs)				
14a	In case, as per the current status the party (service provider) is an Individual, HUF, or partnership firm including AOP	Service Tax (on% of total amount of Sl. No.13) to be payable by party (.....%) (Rs)			
14b		Service Tax (on.....% of total amount of Sl. No.13) to be payable by BHEL (.....%) (Rs)			
15	In case as per the current status the party is a Private or Public limited Company	Service Tax (on% of total amount of Sl. No.13) to be payable by party (.....%) (Rs)			
16a	Total amount inclusive of Service Tax	In case of Individual, HUF, or partnership firm including AOP (Total of 13 + 14a+14b) (Rs)			
16b		In case of Private or public limited Company (Total of 13+15) (Rs)			
Total Offer value in words: Rupees					

(Signature & seal of the contractor)