

Project Engineering  
Management

**BHARAT HEAVY ELECTRICALS LTD.**  
(A Govt. Of India Undertaking)  
**PURCHASE ENQUIRY**



REF :	PE-LPE/189
REF. DATE	31/12/2014
DUE DATE	21/01/2015

To,

Dear Madam/Sir,

**Subject: Repair of aluminium section & replacement broken glass of PPEI building in BHEL, PS-PEM HR Admin**

Quotations are invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super-scribed on it, for the above-mentioned item so as to reach the Tender Room before 2:00 P.M. on or before the above mentioned Due Date.

**SCOPE:**

Repair of aluminium section & replacement broken glass of PPEI building in BHEL, PS-PEM HR Admin. The Entire work has to be completed within two weeks from the date of award of work.

**PAYMENT TERMS**

The payment will be made after verification and acceptance of work on basis of actual measurement at site. After submission of bill, cross check measurement in the presence of the party will be done and bill will be passed for payment within a month.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

**BID SUBMISSION:**

Bid Shall be submitted before 2:00PM on or before the above mentioned Due Date

All other terms and condition shall be as per NIT.

Thanking You,

Yours faithfully,  
For and on behalf of BHEL

Vivek Singh Kuntia  
BHEL PEM, Noida

Please reply to:  
Power Project Engineering Institute  
HRD & ESI Complex, Plot No 25, Sector 16 A Noida  
Phone:  
Fax No:

**Regd. Office:**  
BHEL House  
Siri Fort

<b>COMMERCIAL TERMS AND CONDITIONS</b>
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**1. BID SUBMISSION**

Bids shall be submitted latest by 2 P.M. on or before the due date in two parts as follows:

**PART-1: TECHNO-COMMERCIAL BID (IN DUPLICATE)**

This part shall contain the following:

- a) Technical offer/details
- b) Commercial terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part-1 : techno-commercial bid'.

Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

**PART -2: PRICE BID**

This part shall contain Prices only 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 separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part -2: price bid'.

**2. BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 3 P.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

**GENERAL**

3. Prices shall be net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance etc. and remain valid for 3 months from the due date.
4. Taxes and duties (statutory variation as per Annexure-2) payable should be indicated separately, otherwise it will be presumed that the goods quoted are inclusive of all taxes, duty, octroi etc., if any and BHEL in such cases shall not pay any tax, duty, octroi etc.
5. No revision of prices shall be entertained after bids have been opened.
6. Prices shall remain firm without any variation till completion of contract.
7. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
8. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.

9. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
10. Late tenders will be rejected.
11. ~~BHEL reserves the right to split the order for individual item(s) with different bidders and also increase/decrease the quantities.~~
12. Product with I.S.I certification marks will be preferred.
13. **PACKING AND MARKING**: Vendor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
14. **PAYMENT**: The payment will be made after verification and acceptance of work on basis of actual measurement at site. After submission of bill, cross check measurement in the presence of the party will be done and bill will be passed for payment within a month.
15. **SUBMISSION OF INVOICE**: All Invoices along with specified documents shall be submitted in triplicate, to HR-GAX Deptt. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.
16. **LIQUIDATED DAMAGES**: It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, the delivery of the works specified in the Order should be made within the stipulated delivery period. Where work is done after the stipulated period, the Purchaser shall be under no obligation to accept the works. However, if accepted, Liquidated Damages at the rate of 0.5% per week of delay or part thereof shall be levied on the value of works delayed limited to 10% (excluding taxes) of the total contract value, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order.
17. **PRICE DISCREPENCY**:
  - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price 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 and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case 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.
  - (e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed.
18. **SECURITY DEPOSIT**: 10% of order value without taxes & duties shall need to be submitted by vendor after award of contract, to BHEL/PEM to cover the due performance of Order/ Contract and to fulfil the guarantee conditions stipulated in the Order/Contract. Security deposit shall be refunded after successful completion of the contract.
19. **EARNEST MONEY DEPOSIT**

Bidders are required to remit Earnest Money Deposit of Rs. 10,000.00 in the form of DD / Pay Order payable in favour of "M/s BHEL" on any scheduled bank, Noida. **No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- b) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/contract is silent in this regard within 15 days after award of contract.

20. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages at the rate mentioned above.

21. **STATUTORY VARIATION:**

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.
- iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

**NOTE:**

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**PS-PEM, PPEI, HRDI & ESI COMPLEX,**  
**PLOT NO. - 25, FILM CITY, SECTOR – 16A NOIDA (U.P.) – 201301**

TENDER Ref. No. : -

Dated: - /2014

## Price Bid

Sub. : - Repair of aluminium section & Replacement of broken glass of PPEI building in BHEL, PS-PEM, Noida.

S. N.	Description	Unit	Qty.	Rate	Amount
1	Dismantling of existing aluminium partition of PPEI Building in C & I Department and refixing it properly in the same area with grouting of anchor fasteners in walls and beams of the building. All gap will be filled with silicon. All required fitting will be provide by contractor as screws, rubber, anchor fasteners etc. In the aluminium section new 5mm thick antilo reflective green <b>toughened</b> glass of M/s Saint Gobain, Modigaurd or equivalent make will be fixed. size of glass should be as per the existing frame. Each glass should be supported on two place with aluminium section in middle area and gap will be filled with silicon. All required arrangement as scaffolding or staging, transportation of material etc. will be arranged by contractor.	Sq. M.	43.40		
2	Providing and fixing of 5mm thick antilo reflective green toughened glass in aluminium partition on first floor of PPEI Building. Glass should be saint gobain, Modiguard make or equivalent. Rate should be including all required additional fitting, fixing charges, scaffolding charges, cartage, taxes etc.	Sq. M.	36.86		
				Total Amount Rs.	
				Tax @ .....%	
				* Grand total amount Rs.	

(Total amount is Rupees..... only.)

\* Evaluation will be done on the total amount quoted by the bidder.

(Signature and seal of the bidder)

## Technical specification

### 1. SCOPE OF WORK

Details of area for "Repair of aluminium section & Replacement of broken glass of PPEI building in BHEL, PS-PEM, Noida as per description of items in BOQ / price schedule"

### 2. Documents to be enclosed with bid / Eligibility Criteria:

- a. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b. Copy of sale tax registration / service tax registration.
- c. Experience proof.
- d. Copy of PAN card.

### 3. Terms & Conditions:

- a. Bidder must have experience in the related work for at least any past one year.
- b. Bidder must be ready to start the work within a week from the date of awarding of the work order and complete the same within two weeks. On delay penalty will be levied as per company policy.
- c. Bidder must be agreeable to all terms and conditions of tender document & work order.
- d. Successful bidder shall take all precautions to ensure that no damage happens to any structure of the building.
- e. It is advised that the bidder visit the site and familiarize himself with the work before submitting his offer. Any query regarding this tender may be clarified from HR (Admn.) department.
- f. Bidder will have full responsibility of proper up keep, maintenance of the equipment's etc., handed over by the company.
- g. Rate quoted by the bidder should be inclusive of all taxes, no any tax will be payable. Only service tax may be payable if quoted.
- h. The tender shall be strictly in accordance with the tender specifications and no deviations are acceptable. Offer with deviation shall be rejected.

The opinion / decision of BHEL regarding the bids shall be final and conclusive. BHEL reserve the rights to reject any or all the bids at any time without assigning any reason what so ever.

### 4. Completion Period:

The entire work has to be completed within two week from the date of award of work. On delay penalty will be recovered as per company policy.

### 5. Payment terms:

The payment will be made after verification and acceptance of work on basis of actual measurement at site. After submission of bill, cross check measurement in the presence of the party will be done and bill will be passed for payment within a month.

### 6. Validity of Rates;

After awarding the work the rates should be firm till the completion of work.