

“COURIER”

Project Engineering
Management

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



Enquiry no. : PE-LPE/217 dtd. 10/11/2015

Due Date: 21/11/2015 by 02:00 PM

Open Tender Enquiry

Subject: Aluminium & Glass frame work in MPL block, i.e. 7 no's cabins and 2 no's conference room in MPL block of BHEL, Plot no. 25, Sector-16A, Noida as per description of items in BOQ / price schedule

Dear Madam/ Sir,

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 02:00 P.M. on or before the above mentioned due date.

Completion Period: The entire work has to be completed within one month from the date of award of work. On delay penalty will be recovered as per penalty clause (refer cl. no. 13 of Annexure-V, commercial terms & conditions).

Payment Terms: Refer cl. no. 12 of Annexure-V, commercial terms & conditions).

LD: 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, penalty at the rate of 0.5% per week or part thereof shall be levied on total contract price limited to 10% (excluding taxes) of the total contract price, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order (Refer cl. no. 13(a) of Annexure-V, commercial terms & conditions).

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance, Part 2: Price bid as per price format).

Pre-qualifying requirements (PQR): for the open tender enquiry is enclosed as Annexure-I.

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

Security deposit: as specified in NIT (refer cl. no. 16 of Annexure-V, commercial terms & conditions)


All other terms & conditions shall be as per attached Annexures – I to IX.

Remarks:

- 1) Evaluation shall be done on Grand total price (inclusive of all taxes & duties) as given in price format (Annexure-II).
- 2) Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the **following address:**

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Phone no. 0120-4213591

Thanking You,


10/11/2015
Yours faithfully,
For and on behalf of BHEL
N C Sharma / Sr. Engineer/MM
BHEL PEM, Noida

Please reply to:
BHEL-PEM -Power Sector
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Phone: 0120-4213591, 4368749
Fax : 0120-4329055

Regd. Office:


BHEL House,
Siri Fort,
New Delhi-110049

Technical Pre-Qualifying Requirement (PQR):

- A. Experience of having successfully completed similar works* during last 3 years ending 31st Oct 2015 should be either of the following:
- i. One similar completed works costing not less than Rs 11.00/- Lakhs.
or
 - ii. Two similar completed works costing not less than Rs 7.00/- Lakhs.
or
 - iii. Three similar completed work costing not less than Rs 5.50/- Lakhs.
- B. Bidder should have a Local office in Delhi/NCR.

Documents to be enclosed with bid / Eligibility Criteria:

- a. Work Order/ Completion certificate as a proof of successfully completion of similar work as per PQR (A). BHEL reserves the right to verify the correctness of the documents of the clients. In case the bidder has done work earlier with BHEL PS-PEM, then only copy of work order should be submitted.

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1. **SCOPE OF WORK:**

“Aluminium & Glass frame work in MPL block, i.e. 7 no’s cabins and 2 no’s conference room in MPL block of BHEL, Plot no. 25, Sector-16A, Noida as per description of items in BOQ / price schedule”.

TECHNICAL TERMS AND CONDITIONS

2. 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 one month. On delay penalty will be levied as per penalty clause.
3. Successful bidder shall take all precautions to ensure that no damage happens to any structure of the office building.
4. It is advised that the bidder visit the site and familiarize himself with the work before submitting his offer.
5. Bidder will have full responsibility of proper up keep, maintenance of the equipment’s etc., handed over by the company.
6. Contractor has to take all the responsibility of his employees working in the company office premises. All the payment related issues of operator (minimum wages fixed by Govt., PF, ESI etc.) has to be taken care by the contractor itself and the contractor have to follow the rules pertaining to labour law of Govt. of India. BHEL will not be liable to pay any type of compensation in case of any accident/fatal injury etc. happens to contractor’s employee. The contractor shall be liable for the same.
7. The contractor has to provide all day to day spares without any extra cost to BHEL.
8. No labour below the age of fourteen or who is not an Indian National shall be employed on the work.
9. The tender may be rejected on account of unsatisfactory part performance in the execution of an earlier contract.
10. In case of any complaint at any time regarding services mentioned in technical section, Terms & Conditions, the contract shall be terminated during the contract period at the risk and cost of the vendor and the Security Deposit shall be forfeited.
11. Any discrepancy in the bid, if found the same shall be to advantage to BHEL and will be considered for evaluation accordingly.
12. Manpower deployed by contractor should be well behaved posses positive attitude and should be properly dressed. Rude and discourteous behaviour will invite penalty and may also lead to cancellation of his entry.

13. **SAFETY RULES:**

- a) The Contractor must inspect the area of work to decide the safety precautions necessary for execution this contract.
- b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- c) Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- d) No material of any kind shall be dropped or allowed to be dropped from any height.
- e) Defective ladders shall not be used at all.
- f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
- g) The necessary safety equipment such as gloves, safety belt, helmet, safety boot etc. must be issued to the workmen and strictly to be used while carrying the work.

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h) The working area shall be kept clean and free from all obstructions.

i) All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

14. Completion Period:

The entire work has to be completed within one month from the date of award of work. On delay penalty will be recovered as per penalty clause.

15. Guarantee of work:

Six month after completion date as accepted by BHEL representatives.

16. Variation in quantity/item:

The quantities mentioned in the tender are based on estimate and are meant to be indicative to the extent of work and to provide a uniform basis of tendering and any variation shall not vitiate the contract.

The contractor is bound to carry out the work in accordance to the instructions given to him in writing by engineer in charge or his representative on behalf of company.

The right is reserved with BHEL to cancel any item of work or alter the work included in the contract.

However, Variations of excess quantity shall not exceed 25% in quantity of each individual item, and +/- 15% of the total Contract price.

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

Price Format

TENDER Ref. No. : -

Dated: - ___/___/2015

Aluminium & Glass frame work in MPL Block in BHEL, PS-PEM, Noida.

S. N.	Description	Unit	Qty.	Rate	Amount
1	Supply and installation of Aluminium sections (16 gauge) along with doors and all the necessary fittings (brass / stainless steel Screws, Cleat angles, Aluminium beading, EDPM rubber/neoprene, weather silicon sealant, doors hinges etc.). Powder coated aluminium will be used in ivory colour.	Kg.	1210.00		
2	Supply and installation of stainless steel Chemical Anchor fastener/Bolt M12 in wall or RCC beam with necessary chemical. Including cleat angles and grouting.	Each	10.00		
3	Supply and installation of 5mm thick clear glass of M/s Saint Gobain, Modiguard make in Aluminium sections/PVC. All necessary fitting i.e. Screws, Cleat angles, beading, EDPM rubber/neoprene, weather silicon sealant, etc. will be included.	Sq. M.	320.00		
4	Supply and pasting of matt white privacy grade window film (M/s Garware make) on glasses.	Sq. M.	320.00		
5	Providing and fixing powdered coated aluminium tubular handle bar 18mm outer dia, 3.0 mm thick & 400 mm long with SS screws etc.	Each	20.00		
6	Providing and fixing 100mm brass locks for aluminium doors including necessary cutting and making good the same and complete. Material shall of Godrej, Harrison, plaza or link make.	Each	10.00		
7	Providing and fixing of hydraulics door closer for aluminium doors including necessary fixing cutting and making good the same and complete. Material shall be Godrej, Harrison or Plaza make in class one quality.	Each	10.00		
				Total Amount Rs.	
				VAT on	% @ %
				Service Tax on	% @ %
				Grand total amount Rs.	

(Total amount is Rupeesonly.)

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

* Quantity mentioned are tentative and may vary as per actual site condition.

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DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		

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**TECHNICAL DETAILS
For Technical bid**

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	

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COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **02:00 P.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General 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’. Also please mention type of tax & its rate quoted in un-price bid.
- d) Supporting document/ information to be submitted against each point of ‘PQR’ and Documents to be enclosed with bid.

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**’.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh N C Sharma / Sr. Engineer (MM) & Sh I P Singh / Sr. Manager (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9911170053, Phone no. 0120-4213591, 4368749



2. **BID OPENING**

- PART- I (Techno-Commercial Bids) will be opened at 03:00 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.
3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
 4. No revision of prices shall be entertained after bids have been opened.
 5. Prices shall remain firm without any variation till completion of contract.
 6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
 7. 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.
 8. Late tenders will be rejected.
 9. **EMD of Rs 40,000/ (Rupees forty thousand only)-** to be submitted by way of either cash (as permissible under Income Tax Act) or pay order or demand draft drawn in favour of "M/s BHEL" payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.

No interest shall be payable by BHEL on EMD amount.

The EMD shall be forfeited in case of:

- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
 - ii) Refusal to enter into a contract after the award of contract.
 - iii) If operations of the contract are not commenced from the date indicated in the award of contract.
10. Copy of PAN Card and VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.
 11. Copy of acknowledgements of IT return of last two financial years.

12. **SUBMISSION OF INVOICE & PAYMENT:**

In case of award of the work, all Invoices in conformation with the measurement books, along with specified documents shall be submitted in duplicate (one original & one copy), to HR-GAX Department of BHEL/PS-PEM, PPEI Building, NOIDA and the payment will generally be made within 30 days after receipt of bill correct in all respect, measurement and verification by BHEL representative for satisfactory completion of the work. Part payment up to 25% of work order value can be made after 60% of work value is completed. Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting taxes (like Work contract tax, TDS, service tax etc.). Details of your bank account for the same shall be submitted by you. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment.

Note: Service tax shall be reimbursed against submission of documentary proof of service tax payment i.e. challan as per applicable rules and regulations.

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(Signature and seal of the bidder)



13. PENALTY CLAUSE:

- a) 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, penalty at the rate of 0.5% per week or part thereof shall be levied on total contract price limited to 10% (excluding taxes) of the total contract price, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order.
- b) Penalty of Rs 500/- shall be levied in case of misbehave of contractor or its labours.
- c) If contractor fails to deliver the required work within specified time or with required quality, BHEL has the right to do the part or complete work from another contractor on risk and expense of the contractor. The contractor would be liable to compensate the BHEL for any loss which the Purchaser may sustain by reason of such risk purchase. The same shall be deducted from the contractor's bill/security deposit plus a penalty of Rs 5000/- shall also be charges in addition to clause (a).
- d) Any BHEL item/property damaged shall be recovered from the running bill of the contractor plus with a penalty of Rs 1000/- for each item.

14. 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 (Penalty Clause) at the rate mentioned above.

15. PRICE DISCREPRENCY:

- 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 will be 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 will be 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 separately.



16. SECURITY DEPOSIT

The successful bidder shall be required to furnish a Security Deposit 1 lakh + 7.5% of amount exceeding 10 lakhs of total value of contract, including taxes. Security Deposit can be furnished through demand draft / banker's cheque / Cash/ Fixed Deposit / Bank Guarantee in favour of BHEL before start of the contract. The Security Deposit shall not carry any interest and will be refunded to the contractor on successful completion of the contract and settlement of recovery of dues, if any, to BHEL/PEM to cover the due performance of Order/ Contract and to fulfil the guarantee conditions stipulated in the Order/Contract.

17. 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. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected.

18. **Late tenders** will be rejected.

19. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

20. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

21. **DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-VII by mentioning the related/affected clause number etc.

22. EVALUATION CRITERIA:

Evaluation will be done on the Grand total amount quoted as mentioned in price format.

Please note that applicable loading will be done for reverse charge liability for service tax.



GENERAL TERMS AND CONDITIONS

23. ARBITRATION

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 to 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 Noida.

24. 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. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

25. JURISDICTION OF COURT

Courts at Noida/Gautam Budh Nagar 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.

26. 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.

39. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

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.

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Annexure-‘VII’

Acceptance Letter / No Deviation Certificate

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 following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-‘VIII’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)

Page 8 of 9

(Signature and seal of the bidder)



CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	EMD of 40,000/- in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd” in a separate envelope.		
2	Details of satisfactory work performance certificates		
3	Acknowledgement of I-T return of last two financial years		
4	Copy of the PAN card.		
5	Copy of VAT/Sales tax registration/Service tax registration		
6	Technical Terms & Conditions (Annexure-“I”).		
7	Unquoted Price Format (Annexure-“II”)		
8	Details Of Business (Annexure –“III”)		
9	Technical Details (Annexure-“IV”)		
10	Commercial Terms and Conditions (Annexure-“V”).		
11	General Terms & Conditions (Annexure-“VI”).		
12	Acceptance Letter / No Deviation Certificate (Annexure-“VII”)		
13	Declaration (Annexure-“VIII”)		
14	Check List (Annexure-“IX”)		
15	NEFT Format Duly Certified by Bank or Cancelled Cheque		