



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Ref: No.AA: GAX: MA:16-17:01
Dated: 21/06/2016

Last date of submission of tender – 05/07/2016 by 2:30 PM
Due date for opening of tender – 05/07/2016 at 3:00 PM

Sub: Open tender enquiry for rate contract for supply & installation of 6 mm table top glass in BHEL House, Siri Fort; New Delhi

Bharat Heavy Electricals Ltd.(BHEL) is inviting sealed tender in two parts for entering into rate contract for supply & fixing of 6 mm table top glass in BHEL House, Siri Fort, Khelgaon, New Delhi as per details mentioned further in this NIT. The complete tender enquiry (NIT) with terms and conditions is available on BHEL web site (<http://www.bhel.com>) and **CPP portal** for downloading. The last date for submission of sealed tender is 5th Jul. 2016 by 02.30 PM. Techno-commercial bids will be opened on the same day at 03 PM at BHEL House, Siri Fort, New Delhi-110049.

“All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on BHEL website (<http://www.bhel.com>) and CPP portal only hence bidders are advised to visit the website(s) regularly to keep themselves updated”. For any clarification, please contact Mr. R B Rai, Asst. Engineer, BHEL, Corporate Office, New Delhi. (Ph.-011-66337426, Mob.9560947575 & Fax: 011-66337428, E-mail: rbrai@bhel.in).

(Amit Wadekar)
Sr. Engineer (HR-GAX)

Sub: Open tender enquiry for rate contract for supply & fixing of 6 mm table top glass in BHEL House, Siri Fort; New Delhi

BHEL invite your most competitive bid in two parts in sealed envelope for entering into rate contract for for supply & fixing of 6 mm table top glass as per details mentioned further in this NIT in BHEL House, Siri Fort, Khelgaon, New Delhi. You are requested to go through the terms and conditions of the tender and submit your bid before last date.

PRE-QUALIFYING REQUIREMENTS FOR THE BIDDERS:

- 1.1 The bidder must have minimum annual turnover of Rs.112681/- for the last three years i.e. FY 2012-13, 2013-14 & 2014-15. Audited Balance sheet and Profit & Loss account for above mentioned Fin. Years must be submitted along the bid.
- 1.2 The bidder must submit self-certified PAN card copy.
- 1.3 The bidder should have his shop in Delhi/NCR to ensure prompt supply. For this bidder must submit proof of shop in Delhi/NCR along the bid.
- 1.4 Bidder should submit self-attested copy of TIN allotment letter along the bid.

OTHER TERMS & CONDITIONS:

2. TERMS & CONDITIONS OF TENDER:

- 2.1 The Tender Enquiry No. & due date must be legibly super scribed on the envelope.
- 2.2 Tenders shall be received and opened at BHEL House, Siri Fort, New Delhi on the due date and time as mentioned above in the presence of finance representative and bidders or their authorized representatives who may like to be present.
- 2.3 Tenders shall be strictly in accordance with the tender specifications. Any deviation may lead to rejection of tender.
- 2.4 The Offers shall remain valid for 90 days' period from the due date of submission of tenders.
- 2.5 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 2.6 **The complete tender document is available on BHEL web site (www.bhel.com) as well as on CPP portal for download. The bidders are requested to quote in the tender documents only, not on their letter head or any other paper. Tenders received after due date & time are liable to be rejected.**
- 2.7 **Tender should be submitted along with covering letter of the tenderer and each page of the tender document must be stamped and duly signed by tenderer.**

[Handwritten signature]

- 2.8 **Price quoted by the tenderers will be firm for one year or till the delivery of complete table top glass as per PO whichever is later and no escalation on account of labour or fuel or any other reason whatsoever will be paid to the successful tenderer for execution of PO.**
- 2.9 Price quoted by the tenderers should be inclusive of all taxes and charges etc. as per Govt. rules and regulations.
- 2.10 **Evaluation of the tenders will be done on the basis of total cost to company. If at any point of time, it is found that there is mismatch/discrepancies in price bid between unit price and total price (which is obtained by multiplying the unit price by quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the purchaser, there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and unit price corrected accordingly.**
- 2.11 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
- 2.12 All documents submitted by the tenderer shall be accompanied with a covering letter with index interlinking all the documents.
- 2.13 **All the table tops to be supplied in our office must match to following specifications:**
- | | | | |
|-------|---------------------------|---|--------------------------|
| (i) | Glass quality | - | Float type |
| (ii) | Glass thickness | - | 6mm |
| (iii) | Edge grinding & polishing | - | by machine |
| (iv) | Shape of glass top | - | as per drawings enclosed |
| (v) | Hole making | - | by machine |
- 2.14 **The supplier has to place the table top glass on the designated table at various floors in our office after thorough cleaning of glass top. Any damage to glass tops during transit will be borne by supplier.**
- 2.15 Hole in glass top must be made as per position of hole on the existing tables.
- 2.16 **Number of glass top may vary by 30% as per our requirement on the same rate and terms & conditions.**
- 2.17 Delivery of glass tops will be made in phased manner at various floors in our office as & when demand is raised to the supplier through mail/telephone.
- 2.18 Delivery must be made within 10 days' time from placement of order through mail/telephone.
- 2.19 The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site; <http://bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

[Handwritten signature]

3.0 **SCOPE OF WORK:**

The successful bidder has to place the cleaned glass tops on the designated tables at various floors in the office. Glass top must be of 6 mm float type glass of any of the make mentioned ahead i.e. Modyguard or Asahi or Saint Gobain only and its edges must be perfectly ground and polished by machine. Bidder has to provide the invoice of any of the above manufacturing company from which glass were procured. This is required to verify the make of glass top supplied in our office.

4.0 **Penalty Clause:**

4.1 Glass top quality must match with the specifications mentioned at Sl. No.2.13 in this NIT else payment will not be released to the party.

5.0. **Payment terms:**

5.1 Payment will be made through NEFT after deduction of TDS etc if any, as per income tax act.

5.2 Since the total glass tops are not required to be supplied in one go due to space restriction at our end, total demand will be split in many part as per the requirement and convenience of BHEL, payment will be released in parts after completion of each consignment.

5.3 Tenderers are requested to go through the scope of work as per tender enquiry, visit the site location etc. and get fully acquainted with the scope of work to get all their doubts, if any, clarified by contact person (Mr R B Rai-9560947575) before submitting the offer.

5.4 Purchase Order will be placed on the lowest bidder for complete scope of work however total order will be split into many sub parts based on our requirement and convenience of BHEL. Accordingly, payment will also be made into many parts after delivery of each consignment.

5.4 Penalty will be levied by BHEL as per clause No. 4.0 of this tender enquiry on account of poor quality.

6.0 **STATUTORY OBLIGATIONS:**

6.1 All statutory obligations under various laws as may be applicable to the contract labour from time to time will have to be met by the CONTRACTOR for which no extra payment shall be made to him at any time during the contractual period.

6.2 In case of labour unrest / dispute arising out of non-implementation of any law, the responsibility shall solely lie with the CONTRACTOR and he shall remove/resolve the same satisfactorily at his cost and risk.

7.0 **LABOUR LAWS AND REGULATIONS / CONTRACTORS LIABILITY**

7.1 The contractor shall be exclusively liable and responsible for his employees/workers, whether they are engaged directly or otherwise, in respect of compliance of all the laws applicable or which might become applicable to New Delhi, Rules and Regulations relating to Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Funds & Misc. Provisions Act 1952, Employees State Insurance Act 1948. Payment of

[Handwritten signature]

gratuity Act, 1972, Payment of Bonus Act, 1965, Payment of Wages Act 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923 Group Insurance Act, Food and Adulteration Act, Weights and Measures Act and / or such other Acts, Laws or Regulations passed by the Central/ States, Municipal and Local Government Agency or Authority, as applicable from time to time. It will be the sole responsibility of contractor to pay to the contract labours engaged by him, the minimum wages as may be notified by the Government from time to time, for the category of labour deployed.

- 7.2 The Contractor shall indemnify the company against any claim under the Payment of Wages Act 1936, and/ or the Minimum Wages Act, 1948, PF Act 1952, ESI Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workmen's Compensation Act 1923 or any other Act or any statutory obligations arising out of any Acts or on behalf of any person employed by him.
- 7.3 The contractor shall also indemnify the company and every member, officer and employee of our company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the contractor in the performance of his obligations under this contract.
- 7.4 Legal dispute, if any, shall only be within the jurisdiction of Local Court situated at New Delhi.
- 8.0 **BID VALIDITY:**
Bid shall remain valid for acceptance for a period of **03 (three) months** from the last date of submission of the bid/ revised bid if any. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. The validity of the bid shall be extended as and when required for the period as requested by BHEL in writing and agreed by the bidder.
- 9.0 **GOVERNING LAW AND JURISDICTION**
The CONTRACT shall in all respects be concerned and governed according to Indian Laws. The court of Delhi (India) shall have exclusive jurisdiction in all matters arising under the CONTRACT.
- 10.0 **SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING / PUBLIC SECTOR ENTERPRISES / GOVT. DEPARTMENT:**
- 10.1 In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of one of the arbitrators to be nominated by Secretary, to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon 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, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 10.2 All questions concerning interpretation or classification of contract including conflict, error or omission or the acceptable performance of CONTRACTOR shall be immediately submitted in writing to owner for resolution. All decision in this regard by owner shall be final except determined by Court of Competent Jurisdiction to have been arbitrary or grossly embossed to imply bad faith or not supported by substantial evidence.

10.3 The WORK under this CONTRACT shall be continued during the Arbitration proceeding, unless otherwise agreed in writing by the parties or unless the WORK cannot possibly be continued during the arbitration proceedings. Arbitration should be as per Under Indian Conciliation & Arbitration Act, 1996" and venue of arbitration should be New Delhi.

11.0 VALIDITY OF CONTRACT:

The contract shall be awarded for a period of 01 year w.e.f. release of PO or till the execution of PO whichever is later however BHEL reserves the right to terminate the contract any time in between by giving one month notice in advance.

12.0 The tender is to be submitted in two parts. The documents mentioned below from Sl.No. (b) to (j) must be kept in one envelope and only Price bid at Sl. No.(a) must be kept in separate envelope and now both these envelopes must be kept in 3rd sealed envelope and should be super-scribed as "Bid for supply of glass top" due on 05/07/2016". Price should be quoted exactly as per Price Bid Format (Annexure A), no other format will be accepted.


- a) Price bid format given in Annexure-A
- b) No deviation certificate as per Annexure – B
- c) Declaration as per Annexure-C
- d) Personal Details as per Annexure-D
- e) The complete tender enquiry signed and stamped on each page by tenderer.
- f) Self-attested PAN copy
- g) Self-attested shop certificate/electricity bill etc. establishing the existence of shop as per clause No.1.3
- h) Audited balance sheet and profit & loss account as per clause No.1.1
- i) self-attested copy of TIN allotment letter
- j) Check list Annexure-E

15. **Tenders incomplete in any respect are liable to be rejected.** The tender(s) should reach the under signed on or before the due date and time mentioned above. BHEL will not be responsible for delay in receipt of tender(s). The tenders shall be opened on scheduled date and time at BHEL House, Siri Fort, New Delhi. Tenderers may provide their e-mail ID for faster communication in respect of the above.

Contact person

R B Rai
Assistant Engineer (HR-GAX)
Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi – 110049.
Phone No.: 011 – 66337426, Mob: 9560947575
Fax: 011 – 66337428 , E-mail: rbrai@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.


(Amit Wadekar)
Sr. Engineer (HR-GAX)

Enclosures: As above

ANNEXURE 'A'
PRICE BID FOR SUPPLY OF 6 mm GLASS TABLE TOP IN BHEL OFFICE AT SIRI FORT, KHELGAON, ASIAN GAMES VILLAGE, ND-49

Expenditure details

Sl. No.	Description	Area (Sq. ft.)	Qty	Total area (sq. ft.)	Cost for special shape (Pharma) cutting (Rs.) for Sl. No.1-3 only as per drawings attached		Cost of edge grinding (Rs.)		Cost for making hole (Rs.) for Sl. No.5-9 only		Cost of glass including cartage & labour for placing glass tops on designated tables at various floors (Rs.)		Total cost (Rs.)
					Rate/sq.ft. (Rs.)	Amount(Rs.)	Rate/sq.ft. (Rs.)	Amount(Rs.)	Rate/hole(Rs.)	Amount(Rs.)	Rate/sq.ft. (Rs.)	Amount(Rs.)	
1	Tables of size 3.5'x8'	28	8	224									
2	Tables of size 3'x8'	24	19	456									
3	Tables of size 3.5'x7'	25	46	1127									
4	Tables of size 3'x6'	18	18	324									
5	Side unit of size 2'x7'	14	8	112									
6	Side unit of size 2'x4'	8	19	152									
7	Side unit of size 2'x4'	8	46	368									
8	Side unit of size 3.5'x1.5'	6	18	108									
9	Tables of size 3'x6'	18	30	540									
10	VAT if any												
11	Any other charge, if any												
12	Total estimated expenditure (Rs.)												

Note: (i) Glass tops will be ordered in the batches of about 20 numbers at a time in phased manner as per our requirement and glass tops are to be placed on the designated tables at various floors by the supplier's labour hence cartage and labour charges should be quoted accordingly, there will not be any consideration later in this regard.

(ii) There should not be any over-writing in rates.

(iii) The evaluation of tender will be done on the basis of total cost to company i.e. Sl. No.12 in above table.

(iv) In case of any arithmetical mistake in price bid, necessary correction will be made as per clause No.2.10 of tender enquiry.

(v) Payment will be made exactly as per price quoted in the above table hence bidders are requested to take special care while filling the price bid.

[Handwritten signature]

No Deviation Certificate

This is to certify that our bid for flower arrangement in BHEL offices has no deviation.

Date:

Authorized signatory
(With sign. & stamp)

for

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court . Also, we have read and understood all the terms and conditions of this tender enquiry.

Date:

Authorized signatory
(With seal)

[Handwritten signature]

Personal Details

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Bidder	
8	Website address if any	

Signature & Seal of the Bidder



CHECK LIST

Sl.No.	Documents attached	Yes/No
1	Price bid format given in Annexure-A	
2	No deviation certificate as per Annexure - B	
3	Declaration as per Annexure-C	
4	Personal Details as per Annexure-D	
5	The complete tender enquiry signed and stamped on each page by tenderer.	
6	Check list Annexure-E	
7	Self certified TIN letter as per clause No. 1.4	
8	Audited balance sheet/profit & loss account as per clause No.1.1	
9	Self-attested proof of shop in Delhi/NCR as per clause No.1.3	
10	PAN copy	

Signature & Seal of the Bidder

[Handwritten Signature]