



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Ref: No.AA: GAX: FLOWERS:15-16:01
Dated: 13/04/2016

Last date of submission of tender – 25/04/2016 by 2:30 PM
Due date for opening of tender – 25/04/2016 at 3:00 PM

Sub: Open tender enquiry for two year rate contract for arrangement of fresh flowers at BHEL House, AGVC Flats at Siri Fort; and BHEL office at 5, Parliament Street, New Delhi

Bharat Heavy Electricals Ltd.(BHEL) is inviting sealed tender in two parts for entering into rate contract for 02 years for fresh flower arrangement on per arrangement basis **(including cost of fillers, sponge & other charges but excluding the cost of vases as vases will be provided by BHEL)** in BHEL office, AGVC flats at Siri Fort, Khelgaon and CC office at 5, Parliament Street, 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 25th Apr. 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. **Only Delhi based florists can participate in this tender.**

"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)

Corporate Office, Khelgaon, New Delhi - 110049
Tel:011-66337426, Fax:011-66337428

Ref: No.AA: GAX: FLOWERS:15-16:01
Dated: 13/04/2016

Sub: Open tender enquiry for two year rate contract for arrangement of fresh flowers at BHEL House, AGVC Flats at Siri Fort; and BHEL office at 5, Parliament Street, New Delhi

BHEL invite your most competitive bid in two parts in sealed envelope for entering into rate contract for fresh flower arrangement in BHEL office at Siri Fort, Khelgaon, AGVC flats and CC office at 5, Parliament Street, 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 bidders must have their registered shop in Delhi. You must submit documentary evidence in this regard (e.g. Land line bill or electricity bill etc.), showing the shop name and address which must be within Delhi only.
- 1.2 The bidder must have minimum annual turnover of Rs.2,85,869/- for the last three years i.e. FY 2012-13, 2013-14 & 2014-15. Balance sheet or CA certified Profit & Loss account for above mentioned Fin. Years must be submitted along the bid.
- 1.3 The bidder should have experience of flower arrangement/supply in any Govt. office/PSUs/Corporate office/Hotels/Banks in preceding last seven years starting from Mar 2016. Documentary evidence for the same is to be submitted along the bid as follows:
 - (i) Single PO of value not less than Rs.7,62,317/-
 - Or
 - (ii) Two PO of value not less than Rs.4,76,448/- each,
 - Or
 - (iii) Three PO of value not less than Rs.3,81,159/- each.
- 1.4 The bidder must submit self-certified PAN card copy.
- 1.5 The bidder must submit self-certified PF code allotment letter and ESI code allotment letter to ensure that the bidder fulfil the statutory requirements on her part as per Govt. rules.
- 1.6 The bidder must submit an EMD of Rs.40,000/- along the part-I bid in the form of DD/Pay Order issued from scheduled banks in favour of "BHEL" failing which, bid will be rejected.

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.

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- 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.**
- 2.8 **Price quoted by the tenderers will be firm for two years and no escalation on account of labour or fuel or any other reason whatsoever will be paid to the successful tenderer for execution of the above work.**
- 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 **Only following flowers of exotic quality will be accepted for arrangement as per seasonal availability:**
- (i) Special Rose
 - (ii) Gerbera
 - (iii) Orchid
 - (iv) Carnation
 - (v) Lily
 - (vi) BOP
- 2.14 **Arrangements will be made with mixed flowers and the same will be changed on alternate day. Total current requirement of flower arrangement per change is 51 arrangements of 10 sticks and 10 arrangements of 15 sticks.**
- 2.15 Flowers must be absolutely fresh.
- 2.16 **Point of flower arrangement and number of sticks may vary as per our requirement on the same rate and terms & conditions.**
- 2.17 **Successful bidder has to provide flowers, fillers, sponge, decorative leaves & other required items however vases will be provided by BHEL on its own cost as & when required.**

3.0 SCOPE OF WORK:

The successful bidder has to bring fresh flowers, fillers, sponge and decorative leaves and arrange them in flower vases at each locations in BHEL House, AGVC flats at Siri Fort and BHEL office at 5, Parliament street on alternate day. The location of work may be added/deleted at any time during the contract as per BHEL requirement. **The complete work must be completed by 08:30 AM @ 08:30 AM in the morning.**

4.0 Penalty Clause:

- 4.1 The Fresh flower arrangement shall be placed before 8:30 AM on alternate day i.e., Monday, Wednesday & Friday or as directed by Engineer-In-Charge of BHEL (EIC). If complaint is received from any office in respect of quality of flowers or delay, the contractor shall be fined equal to 100% of quoted rates per occasion per point and the same shall deducted from the contractor's bill.
- 4.2 Fresh flower arrangement shall be made in such a way that it last for at least two days. If there is any complaint for the quality of the flower within 02 (two) days from any place, contractor shall be required to replace the same otherwise penalty will be levied equal to 100% of quoted rates per occasion per point and the same shall be deducted from contractor's bills.
- 4.3 For the purpose of imposing penalty, the decision of BHEL will be final and binding to the CONTRACTOR and shall not be subject to dispute or arbitration.

5.0 Payment terms:

- 5.1 **Payment will be made through NEFT after deduction of TDS etc if any, as per income tax act on monthly basis, only after successfully execution of work throughout the month within 20 days approximately after submission of bill. As per company policy, no advance will be given to bidders.**
- 5.2 **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.**
- 5.3 **Work Order will be placed on the lowest bidder for complete scope of work.**
- 5.4 **Penalty will be levied by BHEL as per clause No. 4.0 of this tender enquiry on account of delay, 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 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 EARNEST MONEY DEPOSIT (EMD):

All the bidders have to submit an EMD of Rs.40,000/- along the part-I bid in the form of DD/Pay Order issued from scheduled banks in favour of "BHEL" failing which, bid will be rejected. The EMDs of unsuccessful bidders will be refunded after completion of tendering process without any interest. Name of bidder & tender number should be clearly written on back of the EMD DD to avoid mixing/loss of Instrument.

9.0 SECURITY DEPOSIT:

The successful bidder has to submit a security deposit @ Rs.1,00,000/- + 7.5% of additional amount above Rs.ten lakh in the form of DD/Pay Order issued from scheduled banks in favour of "BHEL" before the start of work. Security deposit will not attract any interest & it will be refunded back to the party after completion of contract as per Works Policy. The successful bidder may request to convert the EMD into security deposit. The bidder can also request for option of depositing 50% of SD at the start of work and balance 50% SD will be recovered from running bills @10% every month.

10.0 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.

11.0 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.

12.0 SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING / PUBLIC SECTOR ENTERPRISES / GOVT. DEPARTMENT:

12.1 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.

- 12.2 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.
- 12.3 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.

13.0 VALIDITY OF CONTRACT:

The contract shall be awarded for a period of 02 years w.e.f. 01st May 2016 however BHEL reserves the right to terminate the contract any time in between by giving one month notice in advance. The rate contract may be further extended for another one year on mutual agreement basis based on the performance of the contractor during the contract period.

The Contractor shall be prepared to provide the service **on Sundays & Holidays**, if so directed by the Engineer-in-Charge. No claim for any compensation „or“ extra payment, whatsoever on this account, shall be entertained.

- 14.0 The tender is to be submitted in two parts. **The documents mentioned below from Sl.No. (b) to (k) 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 flower arrangement", due on 25/04/2016". 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. showing Delhi address as per clause No.1.1
- h) Balance sheet/CA certified profit & loss account as per clause No.1.2
- i) POs as per clause No.1.3
- j) PF & ESI Code certificate as per clause No.1.5
- k) EMD of Rs.40000/- in the form of DD/Pay Order as per clause No.1.6
- l) 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



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Annexure "A"

Price bid format for fresh flower arrangements

Sl. No.	Description	Total No. of flower arrangements per month	Rate per arrangement (Rs.)	Amount (Rs.)
1	Flower arrangements of 10 sticks	663		
2	Flower arrangements of 15 sticks	130		
3	Rose petals/Marigold flowers for worship	25 Kg <i>per month</i>		
4	Any other charges			
5	Taxes, if any			
6	Total amount per month (Rs.)			

Note:

- (i) There should not be any over-writing in rates.
- (ii) **The evaluation of tender will be done on the basis of total cost to company i.e. Sl. No.6 in above table.**
- (iii) The terms and conditions specified by BHEL is acceptable to us.
- (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.
- (vi) **Quoted cost of arrangement must include the cost of fillers, sponge, decorative leaves & any other items required for making arrangement but excluding the cost of flower vase as flower vase will be provided by BHEL as & when required.**
- (vii) Photograph of sample flower arrangement is attached herewith for reference. Bidders are requested to quote for similar or better arrangements.

Authorized signatory
(With sign. & stamp)



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)



Annexure-C

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)



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	PF & ESI Code certificate as per clause No. 1.5	
8	PO as per clause No.1.3	
9	CA certified Balance sheet/Profit & loss account as per clause No.1.2	
10	Self-attested shop certificate showing Delhi address as per clause No.1.1	
11	PAN copy	
12	EMD as per clause No. 1.6	

Signature & Seal of the Bidder

