

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE**

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



TENDER DOCUMENT

FOR

**Procurement of Oil Bound Distemper and Synthetic Enamel Paint in
BHEL Township, Sector-17, Noida.**

**NIT NO.-01:AA:NOI:ADMN.:Paint: 112:2014-15
Dated :23/04/2014**

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Last date for Submission: 14/05/2014 at 1500 hrs.



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.) 0120-6740983 फैक्स- 0120-6740994, Tel : 6740983 (Fax) 6740994

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the procurement of following item in BHEL Township, Sector-17, Noida.

Title : Procurement of Oil Bound Distemper and Synthetic Enamel Paint in BHEL Township, Sector-17, Noida.

NIT NO. : 01:AA:NOI:ADMN.: Paints: 112:2014-15 **Dated: 23/04/2014**

EMD : Nil

Tender Cost : Nil

Delivery Schedule : Full quantity within 20 days from placement of Purchase Order.

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at : 14/05/2014 at 1500 Hrs.
Estate Office, BHEL Township, Sector-17, Noida

Date of opening the Tender (Techno- commercial Bid) : 14/05/2014 at 1530 Hrs.

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

The hard copy of tender document may be obtained from this office. The sealed tenders may be sent either by registered post or by hand in the office of Engineer (HR-TAX), Estate Office, Sector – 17, Noida – 201301(U.P.) between 9.00 AM to 5.30 PM on any working day till the due date and time i.e. up to 14/05/2014 at 3.00pm.

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

PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and 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. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. 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 by authorized signatory.
3. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part – A 'Techno- commercial bid' and Part-B 'Price Bid', and the NIT No. & due date on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with NIT No. & due date of opening.
4. Techno-commercial bid should contain all the documents like, signed tender document having NIT page, Instructions for tenderer, Pre-Qualification requirement, General terms & conditions, un-price bid, all the annexure duly filled & signed by the tenderer.
5. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the price bid format.
6. Rates must be quoted in figures as well as in words.
7. On the date of opening of tender, only Techno-Commercial Bid shall be opened.
8. BHEL may finalize successful tenderer by **opening of sealed price bid**. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid
9. Opening of Price bids will be done for the offers of only those tenderers, whose bids are found technically acceptable.
10. Tender documents are also available on BHEL web site i.e. www.bhel.com and on CPP portal (<http://eprocure.gov.in/cppp/>) and the same can be downloaded and used as tender document for submission of bids.
11. BHEL reserves the right to accept or reject any or all offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
12. 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.
13. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Mobil No. -8800957694 / e-mail : omender@bhel.in
14. The tenderers or their representative may attend the opening of both the Bids (Part A & B).

B. PRE- QUALIFYING REQUIREMENT:

Each tender shall be accompanied by the following information/ documents with sufficient details to enable the purchaser to make an appraisal of the quality and suitability of the material offered.

1. The offers received from **manufacturers or their authorized distributors** shall only be considered. In case of authorized distributor of a manufacturer, the bidder shall submit a certificate issued from the manufacturer to certify that the bidder is an authorized distributor of the manufacturer.
2. Acceptance to supply the materials as per the terms of tender by signing the full tender document.

3. Bidder should have VAT registration having TIN No. The copy of certificates in proof of same must be submitted.
4. The bidder's average annual financial turnover should be Rs. 1,44,332.00 or above for the last 03 financial Years (2010-11, 2011-12 & 2012-13 ending 31st Mar 2013). Self-attested copies of balance Sheet, Profit & Loss Account Certified by CA along with copies of Income Tax return of last three financial years ending 31st Mar 2013 to be submitted.
5. Self-attested copies of Purchase orders/ Bills in support of proof of experience for the purchases executed by the bidders during last 2 years ending on 31/03/2014. The value of Purchase Order/ Bill should be as follows:
 - i. Three similar Purchase Orders/ Bills costing not less than **Rs. 1.92 lakhs** each.
or
 - ii. Two similar Purchase Orders/ Bills costing not less than **Rs. 2.40 lakhs** each.
or
 - iii. One similar Purchase Order/ Bill costing not less than **Rs. 3.84 lakhs**.
6. Manufacturer's literature, brochures, catalogues etc.
7. Un-Price Bid duly signed & stamped as enclosed at Annexure-I.
8. Declaration certificate as enclosed at Annexure-II.
9. No deviation certificate as enclosed at Annexure-III.
10. Bidder's details as per Annexure-IV

C. TECHNICAL SPECIFICATION:

Oil bound distemper (in 20 Kg drum), Colour = "White" Make: Tractor Acrylic Distemper of Asian Paints / Magik Acrylic Distemper of Dulux Paints / Berger Bison or equivalent Brand.
Synthetic Enamel Paint (in 20 liter pack), Shade= " White" Make: Apcolite Premium Gloss Enamel of Asian Paints / Gloss of Dulux Paints / Berger Luxol Lusture or equivalent Brand.
Synthetic Enamel Paint (in 20 liter pack), Shade= "Green" Make: Apcolite Premium Gloss Enamel of Asian Paints / Gloss of Dulux Paints / Berger Luxol Lusture or equivalent Brand.
Synthetic Enamel Paint (in 20 liter pack), Shade= "Smoke Grey" Make: Apcolite Premium Gloss Enamel of Asian Paints / Gloss of Dulux Paints / Berger Luxol Lusture or equivalent Brand.
Synthetic Enamel Paint (in 20 liter pack), Shade= "Blue" Make: Apcolite Premium Gloss Enamel of Asian Paints / Gloss of Dulux Paints / Berger Luxol Lusture or equivalent Brand.
Synthetic Enamel Paint (in 20 liter pack), Shade= "Black" Make: Apcolite Premium Gloss Enamel of Asian Paints / Gloss of Dulux Paints / Berger Luxol Lusture or equivalent Brand.
Turpentine Oil (in 20 Ltr Drum) Make: Anand or equivalent Brand.

- **The brands specified under "equivalent" required prior written permission of Engineer-in-Charge.**

D. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelopes.
2. BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/post.
3. The quoted rate should be inclusive of all taxes, duties and F.O.R. BHEL Township Store, Sector-17, Noida, Gautambudh Nagar, UP.
4. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
5. Price quoted shall be valid for **90 days** from the date of opening of techno-commercial bid.

6. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format' are likely to be rejected.
7. 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.
8. **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by **opening of sealed price bid.** Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL'.
9. Breakup details of taxes, duties and other applicable charges for F.O.R. destination delivery should be mentioned specifically in the price bid, failing which the bidder will not be liable for payment of the same.
10. Price quoted should be inclusive of all the applicable charges, taxes and duties. However rates of Sale Tax/ VAT, Excise Duty and other statutory levies should be indicated separately. Variation in Excise Duty, Sale Tax/ VAT or any other statutory levies during contractual delivery period shall be to BHEL's account.
11. Quoted rates shall remain firm during the supply period except for variation in duties/ taxes as mentioned at Sl. No.-10 above. No price variation and escalation due to increase in labour / material cost will be allowed.
12. BHEL shall issue road permit on request of the party against the Performa Invoice submitted by the party. The party should demand Road Permit well in advance of due date of delivery. No excuse for delay in delivery due to Road Permit shall be entertained.
13. Form 'C' will not be issued.
14. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
15. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 1. 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.
 2. 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.
 3. 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.
 4. If any bidder does not accept the correction of errors, their bids will be disqualified.
16. **INSPECTION:** The inspection of materials will be carried out at the destination/ BHEL's works by the authorized inspecting Officer.
17. **QUANTITY VARIATION:** Quantity may vary upto $\pm 10\%$ in overall order value. However the quantity of material may be reduced up to any extent as per the decision of BHEL.
18. **DELIVERY SCHEDULE:** The total quantity shall be supplied within 20 days from the date of placement of PO. Material should be of latest date of Manufacturing at least by April 2014.
19. **TERMS OF PAYMENT:** Payment will normally be made within 15 days of receipt of materials & the bill by NEFT/ RTGS. All payment will be subject to deduction of taxes at source as per applicable rules. No advance payment shall be made by BHEL. **The party will submit the bank details along with the cancelled cheque for NEFT/RTGS.**
20. **L.D. FOR DELAY IN SUPPLY:** In case full or any part of the material is not supplied as per the delivery schedule, a penalty of 1/2% per week of delay or part thereof subject to maximum of 10% of the total order

value will be deducted as L.D. However the extension of time for supply of a lot of material may be granted by BHEL where delay is not attributable to the vendor.

21. **RISK PURCHASE:** In the event the supplier has failed to deliver or dispatch whole of the materials or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by BHEL from elsewhere at the risk and the cost of the vendor. The purchaser at his option will be entitled to terminate the contract and vendor shall be liable for any loss which the BHEL may sustain by reason of such risk purchases.
22. **REJECTION:** In case of rejection of materials, no payment will be made for the rejected materials. It will be the responsibility of vendor to dispose off the rejected materials at its own cost from BHEL's works within one month after rejection of materials. After the expiry of one month no claim/ correspondence will be entertain for the rejected materials
23. **INSURANCE:** The vendor will insure the materials for all transit risks upto supply of the materials at the final destination at its own cost.
24. **RECOVERY FROM THE VENDOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the vendor, 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 he shall pay the claim on demand without any terms & conditions.
25. **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the supply and the bills 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.
26. **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 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.

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

DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature & seal of the bidder)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 01:AA:NOI:ADMN.: Paints:112:2014-15

Date: 23.04.2014

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be supplied the material mentioned in this tender enquiry.

(Signature & seal of the bidder)

BIDDER'S DETAILS

Name of the Supplier /Party/ Firm	
Name of Authorized Representative	
Mailing Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)