

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE**

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



TENDER DOCUMENT

FOR

**Annual Contract for supply of 20 Litre Drinking Water Bottles in BHEL
Township, Sector-17, Noida.**

**NIT No.-06:AA:NOI:ADMN.: DWB: 112:2015-16
Dated :27/05/2015**

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Last date for Submission: 17/06/2015 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.) 6740983 फैक्स: 6740994 Tel: 6740983 (Fax) 6740994

NOTICE FOR INVITING OPEN TENDER

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

Title : Annual Contract for supply of 20 litre Drinking Water Bottles in BHEL Township, Sector-17, Noida.

NIT NO. : 06:AA:NOI:ADMN.: DWB: 112:2015-16 **Dated: 27/05/2015**

Tender Cost : Nil

Total Quantity : The estimated annual requirement could be around 8220 Bottles of 20 Litre each.

Delivery Schedule : On daily basis after the placement of Purchase Order for one year.

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at : 17/06/2015 at 1500 Hrs.
Estate Office, BHEL Township, Sector-17, Noida

Date of opening the Tender (Techno- commercial Bid) : 17/06/2015 at 1530 Hrs.

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

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>).The sealed tenders may be sent either by registered post, speed post, courier 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 **17.06.2015** at 03:00 PM .

(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. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid (Part-A) along with un-price bid (Annexure-I) and (ii) Price Bid (Part-B). 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’ along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with Title of tender, NIT No. & due date of opening.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction while filling the tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor’s Obligations, un-price bid, all the annexure duly filled & signed by the tenderer.
6. Price Bid should contain only the “Part-B, Price Bid Format” after quoting the rates as specified in the price bid format.
7. Rate shall be quoted inclusive of all taxes. Rates must be quoted in figures as well as in words.
8. On the date of opening of tender, only Techno-Commercial Bid (Part-A) shall be opened.
9. BHEL may finalize successful tenderer either **by opening of sealed price bid or Reverse Auction**. Date of opening of sealed Price Bid or Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
10. Opening of Price bids or Reverse Auction will be done for the offers of only those tenderers, whose bids are found technically acceptable.
11. Tender documents are also available on BHEL’s 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.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. 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.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A), which will be opened on the due date and time as mentioned above, and thereafter, the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.
16. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957694 or e-mail : omender@bhel.in

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 item offered.

1. The offers received from **manufacturers or their authorized distributors** of Drinking Water Bottle 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 technical specifications and the terms of tender by signing the full tender document.
3. Self-attested copies of the **PAN card, Certificate of TIN No and Service Tax Registration No.**
4. Bidder shall specify manufacturer's name, trademark, brand name and furnish illustrative leaflets, brochures, catalogues etc. giving technical particulars about the product for which the rates are quoted in price bid.
5. The bidder's average annual financial turnover should be Rs. **2.46 lakhs** or above for the last 03 Financial Years (**2012-13, 2013-14 & 2014-15 ending 31st Mar 2015**). 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 2015** to be submitted. The letter having provisional annual financial turnover of last financial year i.e. 2014-15 duly certify by CA may be submitted.
6. 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 30/04/2015. The combined value of Purchase Order/ Bills of drinking water bottles should be costing not less than Rs 1.96 lakhs in a single financial year.
7. Type test certificates and results as per **IS:14543:2004** for Packaged Drinking Water offered. The type test certificate shall be from a Govt. recognized laboratory or from the tenderer's own laboratory.
8. Bidder shall submit the Un-Price bid as enclosed at Annexure-I along with techno-commercial offer by indicating details of rate of taxes, duties etc. **except the basic price of material. Also, name of brands must be mentioned in the Price bid & Un-Price bid.**
9. Declaration certificate as enclosed at Annexure-II
10. No deviation certificate as enclosed at Annexure-III
11. Bidder's details as per Annexure-IV

C. SPECIAL TERMS & CONDITIONS:

1. The drinking water would be of BIS standard as per IS 14543:2004 and as per the latest standard set by the Govt. of India from time to time. In case of deficiency in service or quality of water, it would be open for the BHEL to cancel the purchase order. Compensation, if any, in case of any loss of health of the employees on account of water borne diseases occurred due to intake of water supplied by the contractor, will be the responsibility of the supplier.
2. The firm should be in position to supply packaged drinking water on short notice as and when required. The manager-in-charge of the firm should be available on his direct telephone and also on mobile phone. Mobile number should also be given.
3. No security deposit will be furnished towards empty water bottles.
4. Drinking water filled in hermetically sealed containers of 20 litres that is suitable for direct consumption without further treatment.
5. **Packing (Specification in respect of Jars):** Drinking water shall be packed in clean, colourless, transparent and tamper proof container made of polythelene (PE) conforming to IS 10146 or

polyvinyl chloride (PVC) conforming to IS 10148 or IS 10151 or polypropylene conforming to IS 10910 or polyalkylene terephthalate (PET and PBT) conforming to IS 12252 or poly carbonate conforming to IS 14971 or polystyrene conforming to IS 10142 or sterile glass bottles suitable for preventing adulteration or contamination of the water.

D. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date of opening 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 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 **60 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. 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.
9. 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, Service Tax or any other statutory levies during contractual delivery period shall be to BHEL's account.
10. Quoted rates shall remain firm during the supply period of one year from the date of award of contract except for variation in duties/ taxes as mentioned at Sl. No.-9 above. No price variation and escalation due to increase in labour / material cost will be allowed.
11. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
12. **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 either **opening of sealed price bid** or conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conduction of online Reverse Auction 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' (i.e. at Sl. No. 7 of Price Bid).
13. **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions.

14. **TERMS OF PAYMENT:** Payment will normally be made Monthly by NEFT/ RTGS within three weeks from the date of receipt of indiscrepant bill regarding receipt of item & invoice. All payment will be subject to deduction of taxes at source as per applicable rules. No advance payment shall be made by BHEL. **The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**
15. **L.D. FOR DELAY IN SUPPLY AND BAD QUALITY:** If the supplier fails to supply the drinking water bottles in the stipulated time or if the quality of water is not as per approved/ required norms, a penalty of 5% of the total amount of the bill for the relevant month will be imposed.
16. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) 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.
 - 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.
 - c) 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.
 - d) In case, total price indicated in price bid does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
 - e) If any bidder does not accept the correction of errors, their bids will be disqualified.
17. **DELIVERY SCHEDULE:** From month of March to August, approx. 25 nos. of drinking water bottles of 20 Litre each required per day and from month of September to February, approx. 20 nos. drinking water bottles of 20 Litre each required per day.
18. **QUANTITY VARIATION:** The quantity of Drinking water bottles may vary $\pm 20\%$ on daily basis. However, the quantity of bottles may be reduced up to any extent depending upon the climate and the requirement as per the decision of Engineer in charge.
19. **CONTRACT PERIOD:** The contract period will be for one year from the date of award which can further be extended for one year on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
20. **INSURANCE:** The vendor will insure the items for all transit risks up to supply of the item at the final destination at its own cost.
21. **INSPECTION:** The inspection of Quality of drinking water will be carried out at the destination/ BHEL's works by the BHEL inspecting Officer.
22. **REJECTION:** On inspection, if the material or workmanship is not found as per the specification or any item of any unit is found damaged the same shall be rejected. In case of rejection of materials, no payment will be made for the full unit. It will be the responsibility of vendor to dispose off the rejected items at its own cost from BHEL's works within one month after rejection of item. After the expiry of one month no claim/ correspondence will be entertain for the rejected items.

23. **RISK PURCHASE:** In the event the supplier has failed to deliver or dispatch whole number of the drinking water bottles or any part within the time stipulated, 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.
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 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”

ANNEXURE-II

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the bidder)

Place:

Date:

ANNEXURE-III

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. :06:AA:NOI:ADMN.:DWB: 112:2015-16

Date: 27.05.2015

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)

ANNEXURE-IV

BIDDER'S DETAILS

Name of the Supplier /Party/ Firm	
Name of Authorized Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Details of Local Supply Centre:-	
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)

PRICE BID- PART 'B'

Title : Annual Contract for supply of 20 litre Drinking Water Bottles in BHEL Township, Sector-17, Noida.

NIT NO. : 06:AA:NOI:ADMN.: DWB: 112:2015-16 **Dated:** 27/05/2015

Total Quantity : The estimated annual requirement could be around 8220 Bottles of 20 Litre each.

Delivery Schedule : On daily basis after the placement of Purchase Order for one year.

SL. No.	Description of Material	Qty/ Nos.	Rate in Figure (Rs)	Rate in Words (Rs)	Amount (Rs)
1	20 litre Packed Drinking Water Bottle as per IS 14543:2004 Name of Brand :- _____	8220			
2	Total Price (Rs)				
3	E.D. on Sl. No. 2 (.....% on Ex Works) (Rs)				
4	CST/ VAT on Sl. No. 2 and 3 (.....%) (Rs)				
5	Any other tax like Statutory Duty/ Toll Tax/ State Entry Tax,/Levies/ Octroi (.....) (Rs)				
6	Freight/ Cartage (Rs)				
7	Gross Total Price (Rs)				
Total in Words: Rupees					

Note:

1. Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against the items which are not applicable.
2. For the charges quoted in percentage, bidder must specify the price component on which it is chargeable.
3. In case, gross total price indicated in above price bid does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.

(Engineer-in-charge)

(Signature & seal of the bidder)