

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF:	PE-LPE/279
REF. DATE	21/09/2017
DUE DATE	06/10/2017

To,
Open Tender

Dear Madam/Sir,

Subject: Procurement of Office Furniture in BHEL-PEM, Noida

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.

BID SUBMISSION: in two parts: Part 1: Techno-Commercial Bid; Part 2: Price Bid, for details please refer Annex-IV of commercial terms & conditions.

SCOPE:

For Scope of work & Technical specifications refer Annexure-II & III enclosed with NIT.

PAYMENT TERMS & SUBMISSION OF INVOICE:

Invoice (GST compliant) shall be submitted in triplicate, to HR-GAX Department of BHEL/PS-PEM, PPEI Building, Noida. The payment will generally be made within 30 days after receipt of bill correct in all respect and verification by BHEL representative for satisfactory supply & installation of product as per specification. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment.

DELIVERY PERIOD: Product should be delivered & installed within 20 days from the date of purchase order. BHEL reserves the right to reject the delivered items if not found as per specifications.

LD: It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, the delivery of the items 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/items. However, if accepted, Liquidated Damages at the rate of 0.5% per week of delay or part thereof shall be levied on the value of works delayed limited to 10% (excluding taxes) of the total contract value, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order.

EVALUATION: will be done on the Total Prices (Ex-works+Freight charges) quoted as mentioned in price bid format Annexure-I.

GUARANTY / WARRANTY: 2 Year on site (refer annex-II & III of technical terms & conditions for details).

BANK GUARANTEE: Performance BG for 10 % value (ex-works) valid till completion of Guarantee period as per BHEL format is to be submitted by vendor after awarding the contract which will be refundable after successful completion of contract and will be liable to be forfeited in case of non-fulfilment of contractual liabilities as per NIT.

VALIDITY OF RATES: After awarding the work, Prices shall remain firm without any variation till completion of contract.

Enclosure: i) Enquiry Letter (this letter itself)

ii) Price Bid Format - Annex-I

iii) Scope of Work, Technical specification-Annex-II & III

iv) Commercial terms and conditions- Annex-IV to IX

Thanking You,

नरेश चन्द्र शर्मा / Naresh Chandra Sharma
ज्येष्ठ अभियन्ता (एम.एम.) / Sr. Engineer (M.M.)
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन
Power Sector-Project Engineering Management
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301
PLOT NO. 25, Sector-16A, Noida-201 301
N C Sharma
Sr. ENGR. /CMV
BHEL PEM, Noida

Please reply to: ncsharma@bhel.in Phone:01204213591
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A Fax No:0120 4329026
Noida

Regd. Office:

BHEL House
Siri Fort, New
Delhi



Price Bid Format

Procurement of Office Furniture in BHEL-PEM, Noida

TENDER ENQUIRY REF NO-PE-LPE/279 DTD 21/09/2017

Annexure-I

NAME OF VENDOR.....										
SL NO (1)	ITEM DESCRIPTION AS PER TENDER BOQ (2)	HSN CODE (3)	UOM (4)	ORDERED QUANTITY (5)	UNIT EX-WORKS PRICE (DULY PACKED) (INR) (6)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR) (7)	FREIGHT CHARGES		TOTAL PRICES (ex works + freight) (INR) (9)	APPLICABLE GST RATE IN % ON (TOTAL EX WORKS + FREIGHT) BOTH (INR)
							@ % OF TOTAL EX WORKS (8A)	AMOUNT IN (INR) (8B) = (7X8A)		GST RATE IN % ON (TOTAL EX WORKS + FREIGHT) (10A)
										TOTAL AMOUNT IN (INR) (10B) = [9X10A]
										TOTAL PRICE F.O.R Prices with taxes (INR) (11)
1.0	Supply and installation of 25 Nos. of workstations free standing table with partition of 60-75 mm thick and 1400 mm high, platform of 1500 mm x 1500 mm in rectangle with 600 mm breadth single piece, edge banded, 25 mm thick particle board with mobile drawer unit in size of 600 mm x 450 mm x 680 mm, two Gable Ends and Modesty Panels. Four sockets of 15 A with on & off switch should be installed in each workstation. One socket of LAN connection and one socket of phone connection should be available in the workstation. Seating arrangement shall be in cluster of five workstations in a row and 5 nos. of such rows.	9403	NO.	25.00					[7+8B]	[9+10B]
2.0	Executive mid back revolving chair with cushion seat and PU hand rests. Height should be adjustable and back can be tilted. Base of the chair should have wheels made of steel.	9403	NO.	80.00						
					GRAND TOTAL:					

Note:

- Evaluation will be done on the Grand Total Prices (Ex-works+Freight charges) i.e. column 9.
- PRICES SHALL BE FIRM UNLESS OTHERWISE SPECIFICALLY INDICATED IN NIT.
- Vendor to mention HSN Code in specific Column for each item of BOQ.
- In case of discrepancy in GST rate corresponding to HSN code and quoted GST, the evaluation shall be done on quoted price and correct GST rate shall be considered for ordering (limited to quoted FOR Site price)
- Unless the context requires otherwise, in all tenders and tender related documents any reference to taxes such as ED, CST/VAT, Services, Tax etc. shall refer to GST as implemented by GOI w.e.f. 1.07.2017.
- CGST/SGST/IGST shall be paid at actuals against documentary evidence but restricted to the amount and percentage in the order/contract.
- In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/liable on BHEL.
- All taxes and duties other than CGST/SGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.



Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management

PPEI Building, Sector - 16A, Noida

Annex-II

Technical Terms & Conditions

Scope of work: -

1. Woks Stations & chairs as per specifications (Annexure – 2) to be delivered and installed at MPL Block of BHEL, PS-PEM, PPEI Building, Plot No. 25, Sector-16A, Noida.

Technical PQR: -

1. The bidder must have experience in supply of office furniture during last three years as on 31.08.2017. Supporting document for the same to be submitted in the form of copy of order.

Warranty: -

1. Bidder should provide two years on site comprehensive warranty on product from the date of delivery. During warranty period maintenance, repair and consumables will be under scope of supplier without any charges.

Delivery Period: -

1. Product should be delivered & installed within 20 days from the date of order. BHEL reserves the right to reject the delivered items if not found as per specifications.

General Terms & Conditions: -

1. All necessary arrangements for supply and installation is to be done by vendor at their end.
2. Bidder may visit the site before submission of his offer to get themselves acquainted with site conditions.
3. Material should conform strictly to the specifications.

Chandra

Amr.
Ind



Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management

PPEI Building, Sector - 16A, Noida

Annexure ~~2~~ **3**

SPECIFICATION

S. N.	Description
1.	Supply and installation of 25 Nos. of workstations free standing table with partition of 60-75 mm thick and 1400 mm high, platform of 1500 mm + 1500 mm in rectangle with 600 mm breadth single piece, edge banded, 25 mm thick particle board with mobile drawer unit in size of 600 mm x 450 mm x 680 mm, two Gable Ends and Modesty Panels. Four sockets of 15 A with on & off switch should be installed in each workstation. One socket of LAN connection and one socket of phone connection should be available in the workstation. Seating arrangement shall be in cluster of five workstations in a row and 5 nos. of such rows.
2.	Executive mid back revolving chair with cushion seat and PU hand rests. Height should be adjustable and back can be tilted. Base of the chair should have wheels made of steel.

K. Kanchha

Anders
for

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **06/10/2017; 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'.
- d) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed as per NIT.

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 (CMM) & Sh. I P Singh/ Sr. Mgr. (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.)

E-mail: ncsharma@bhel.in

Mob. No- 9911170053, 9873711252 Phone no. 0120-4213591, 4368648

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at **03:00 P.M.** on the due date **06/10/2017** 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 60 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. **PRICE DISCREPENCY:**
 - a) 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.
 - b) If there is such discrepancy in an offer, the same may 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.
 - c) Taxes and duties if not specified clearly as extra shall be considered as included in the basis price and, therefore, shall not be reimbursed separately.

10. PERFORMANCE SECURITY DEPOSIT:

Performance BG for 10 % value (ex-works) valid till completion of Guarantee period as per BHEL format is to be submitted by vendor after awarding the contract which will be refundable after successful completion of contract and will be liable to be forfeited in case of non-fulfilment of contractual liabilities as per NIT.

11. 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. Late tenders will be rejected.

12. TAX DEDUCTION AT SOURCE:

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

13. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the Caterer 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.

14. SHORT CLOSURE OF CONTRACT:

BHEL reserves the right to short close the contract with one month notice without assigning any reason.



15. EVALUATION CRITERIA:

Evaluation will be done on the Total Prices (Ex-works+Freight charges) quoted as mentioned in price bid format Annexure-I.

16. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Caterer as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.



GENERAL TERMS AND CONDITIONS

17. 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.

18. 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.

19. 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.

20. STATUTORY VARIATION:

- i) Statutory variation for CGST/SGST/UGST/IGST is applicable based on the Govt. Notifications on the date of service.
- ii) No other variations such as on minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

21. 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.



Annexure-‘VI’

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

(Signature & seal of the Bidder)

A handwritten signature in black ink, consisting of a stylized 'K' or similar character.

Annexure –‘VII’

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 / Director(s)		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last three financial years		
9.0	Any other information		



Annexure-‘VIII’

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 (enclosed copy of the same with tender)	
GST no. No. / Taxable Services (enclosed copy of the same with tender)	

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Annexure-IX

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No: _____

Date: _____

To,

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at..... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at ____ 2 hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs 4 (Rupees -----)/ FC, (in words) for..... " " " 5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to % (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, , (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees ----) without any demur, immediately on a demand from the Employer.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including..... 6 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the7 we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed a
- b) This Guarantee shall be valid up to9
- c) Unless the Bank is served a written claim or demand on or before 10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank)

Dated..... ..

Place of Issue..... ..

1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

4 PROJECT / SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE 10 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Vendors are advised that expiry of claim period may be kept 2/ 3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit (New Delhi for POs) is located i.e. Demand can be presented at the Branch located in the town/ city or at nearest **branch** where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). All charges for issuance of Bank Guarantee Counter-Guarantee shall be borne by the Foreign Vendor.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued shall be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format should clearly specify the same.
 - b.4 The BG shall clearly specify that the demand or other document can be presented in electronic form.