

BHEL (Piping Centre), Chennai – 600017, a Maharatna Central Public Sector Undertaking of Government of India, hereby invites Prospective and Resourceful Bidders to submit their offers w.r.t. Contract for Supply of Bubble Top Drinking Water.

1. SCOPE OF WORK:

Bubble Top Drinking Water in PET Bottles are to be supplied by the Contractor's Personnel at his cost according to **Clause 7.0** specified herein at the following three locations: -

- 1.1 BHEL – Piping Centre Main Office, No. 80/93, G.N. Road, (opp. Vani Mahal) T.Nagar, Chennai – 600017 (**approx. 20 Jars per day**).
- 1.2 BHEL – Piping Centre – Engineering Office Complex, No. 578, Anna Salai, Teynampet, Chennai – 600006 (**approx. 10 Jars per day**).
- 1.3 BHEL – Residential Complex, No. 8/7-A, Inner Ring Road, (opp. Udhayam Theatre), Ashok Nagar, Chennai – 600083 (**approx. 5 Jars per day**).
- 1.4 Deployment of adequate number of Personnel, Transportation, etc. for Supply of Bubble Tops shall be under the scope of Vendor. Bubble Tops should be supplied at all the locations as per the requirement of BHEL on a daily / weekly basis.

2. TENURE OF CONTRACT:

- 2.1 The Contract for Supply of Bubble Top Drinking Water would be awarded for a total period of Twenty Four (24) Months.
- 2.2 The Contract may be terminated by BHEL or withdrawn by the Contractor, by giving 60 (Sixty) days' notice on either side.

3. VALUE OF CONTRACT:

The Total Estimated Value for the above Scope of Work would be approximately **Rs.8.94 Lakhs (Rupees Eight Lakhs Ninety Four Thousand only)** excluding applicable taxes.

4. PRE-QUALIFICATION CRITERIA (PQC) OF TENDERERS and DOCUMENTS TO BE SUBMITTED AS PROOF FOR FULFILLING THE PQC:

- 4.1 Bidder(s) shall be a Proprietorship Firm / Partnership Firm / Registered Society / Private Limited / Public Limited Company --- **The Bidder shall submit a Copy of License / Registration Certificate / Certificate of Incorporation / any other Appropriate Certificate / Authorisation from Concerned Authority.**
- 4.2 Bidder(s) shall possess a minimum experience of Two Years ending 31.10.2016 in the Similar Contracts --- **The Bidder shall submit a list of Major Clients along with the copies of Work Order / LOI / Agreement Copy with whom the Bidder had executed Similar Contract/s.**

Similar Contract shall mean Contract executed for Supply of Bubble Top Drinking Water in Offices, Factories, Educational Institutions, Guest Houses, Transit Flats or Other Establishments.

- 4.3 Bidder(s) shall have an Office in Chennai for dealing with day-to-day affairs including order booking, service complaint booking and to comply with all Statutory Provisions of the Applicable Acts --- ***The Bidder shall submit a Self-Declaration in their official letter head that they have a full-fledged office in Chennai indicating the present address with contact details (Landline / Mobile Phones and Email ID) of authorized Representatives.***
- 4.4 Bidder(s) shall possess a valid Permanent Account Number (PAN) --- ***The Bidder shall submit a Copy of PAN Card.***
- 4.5 Bidder(s) shall possess a valid Service Tax Registration, Value Added Tax (VAT) Registration (as applicable) --- ***The Bidder shall submit a Copy of Service Tax Registration Certificate / VAT Registration Certificate.***
- 4.6 Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2016 should be at least **Rs.1.34 Lakhs** (Rupees One Lakhs Thirty Four Thousand only) --- ***The Bidder shall submit Copies of Balance Sheets and Profits and Loss Account Statements of last three Financial Years i.e. F.Y.2013-14, F.Y.2014-15 and F.Y.2015-16, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y.2013-14, F.Y.2014-15 and F.Y.2015-16 shall be furnished. If copy of acknowledgment of IT Return is not available for F.Y. 2015-16, the corresponding statement duly certified by the Chartered Accountant shall be furnished.***
- 4.7 ***Bidder shall submit a Self-Declaration that no case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.***
- 4.8 The Bidder in case of a Manufacturer shall submit a copy of Valid Permission / License from Corporation of Chennai / Statutory Authority for production and supply of Bubble Top Drinking Water in Chennai. In case, the bidder is a Supplier / Agent, he shall produce the above mentioned document/s with written authorisation from the Manufacturer concerned.

The bids of only those Bidder(s), who are meeting all the above specified Eligibility Criteria, will be considered for further evaluation and bids of others will be summarily rejected. ***BHEL reserves the right to cross-check / verify the authenticity of all the document/s submitted by the Bidder with the Agency / Authority Concerned.***

5. SUBMISSION OF TENDER:

- 5.1 The Tender shall be submitted in two-parts; i.e. ***“Annexure ‘A’ – Technical Bid”*** and ***“Annexure ‘B’ – Price Bid”***. Only Bidder/s who qualify in the Technical Bid are eligible to participate in the price bid opening.

5.2 Technical Bid – Annexure ‘A’:

The Eligibility Criteria, Scope of Contract, Terms and Conditions, Other Terms & Conditions and all other details asked for in **“TECHNICAL BID”** shall be duly signed by the Authorized Signatory of the Bidder in all the Pages with Seal / Stamp, Place and Date, as a token of acceptance of the Tender Terms and Conditions along with Self-Attested copies of Documents as indicated under Clause 4 above along with “Unpriced Price Bid” with all columns filled as **“QUOTED”** only (Rate/s shall NOT be indicated). However, applicable tax percentage shall only be indicated. Both Technical Bid and Unpriced Price Bid shall be placed in One sealed cover duly superscribing the cover **“TECHNICAL BID – CONTRACT FOR SUPPLY OF BUBBLE TOP DRINKING WATER FOR 2016-18 – TENDER REF: BHE:PC:ADMN:BTW:2016-18 DATED 23.11.2016”**.

5.3 Price Bid – Annexure ‘B’:

The Price Bid shall be duly signed by the Authorized Signatory of the Bidder, with Seal / Stamp, Date and Place. The rates along with the Applicable Taxes, shall be clearly and legibly written in Figures and in Words. If there is any mismatch between Words and Figures, the value specified in Words shall only be taken into account. Overwriting on any account is not permissible. The same shall be put in a separate sealed cover, with superscription on the cover **“PRICE BID – CONTRACT FOR SUPPLY OF BUBBLE TOP DRINKING WATER FOR 2016-18 – TENDER REF: BHE:PC:ADMN:BTW:2016-18 DATED 23.11.2016”**.

5.4 Both the above sealed covers shall be put in a sealed master cover, with superscription on the cover **“CONTRACT FOR SUPPLY OF BUBBLE TOP DRINKING WATER FOR 2016-18 – TENDER REF: BHE:PC:ADMN:BTW:2016-18 DATED 23.11.2016”** and sent to the following address:

Manager/Admn.&HR(Welfare)
BHEL - Piping Centre
No.80/93, G.N. Road
T. Nagar, Chennai – 600017.
[Tel: 044-28157319 / 044-28161240](tel:044-28157319)

5.5 **For award of Contract, the Successful Bidder (L1) shall be determined by arriving at the Total Price Quoted per Bubble Top including all applicable taxes as specified in Annexure – B (Price Bid).**

5.6 The rate quoted in Annexure ‘B’ (Price Bid) shall include cost of materials, transportation, handling & delivery charges and any other incidental charges incurred in connection with the supply of Bubble Tops at all the above-mentioned locations.

5.7 In case the same rate is quoted for Total Price per Bubble Top Drinking Water (inclusive of basic rate and all applicable taxes) by more than one Bidder, then only the respective Bidders would be asked to submit a **“Snap Bid”** (Revised Price Bid) in sealed cover and the revised quote shall be taken as final rate for determining the successful Bidder (L1). In case the Total Price per Bubble Top Drinking Water quoted in the Snap Bid by all Bidders is the same, then an offline Reverse Auction will be immediately conducted only among the respective Bidders.

-
- 5.8 The validity of the offer submitted, shall be for a minimum period of 60 (Sixty) Days from the date of tender opening.

6. SUBMISSION OF BILLS:

- 6.1 The Contractor shall submit the Bills on a Monthly basis by 1st week of the succeeding month. Bills submitted shall indicate the Service Tax and / or VAT amount separately. The bill for every calendar month shall be prepared by the Contractor on the basis of the quantity supplied. A separate register should be maintained by the Contractor for this purpose.
- 6.2 Payment would be made within 30 (Thirty) Days from the date of submission of Bill complete and correct in all respects. However, no interest / damages will be paid by BHEL for any delay in payment of Bills beyond 30 (Thirty) days from the date of submission.
- 6.3 All payments will be made through NEFT / RTGS only. The successful Tenderer shall provide necessary details in this regard in the prescribed format.
- 6.4 Any payment made by BHEL in excess of the rates as agreed by the Contractor shall be deducted from the future Bills of the Contractor.
- 6.5 Income Tax will be deducted on payments made, in accordance with the provisions of Income Tax Act.
- 6.6 Service Tax would be reimbursed only on production of payment Challan along with a Self-undertaking from the Contractor that the said payment includes the applicable amount for the services rendered to BHEL. Service Tax Remittance by the Contractor and Payment from BHEL would be as per the provisions under the Act applicable from time to time.

7. OTHER TERMS AND CONDITIONS:

- 7.1 Our requirement is around 30-50 Bubble Top Drinking Water Jars of 20 Litres capacity Per Day on all working days.
- 7.2 The Bubble Top Drinking Water supplied should have ISI / BIS Certification (relevant Certificate to be attached as a proof).
- 7.3 The Bubble Top Drinking Water supplied should be of good quality and hygienic.
- 7.4 Round the clock service shall be available & the Contact Person/s Name/s with Telephone Numbers / Mobile Numbers shall be given well in advance.
- 7.5 The Capacity of One Bubble Top Drinking Water shall be 20 Litres.
- 7.6 BHEL reserves the right to increase (or) decrease the Quantity of Bubble Top Drinking Water at any time during the entire tenure of the Contract with prior intimation in oral (or) writing.

-
- 7.7 The Bubble Top Drinking Water supplied are subject to test / check at BHEL discretion at all the locations by BHEL Authorised Personnel at any time without prior notice.
- 7.8 BHEL will not be responsible for any loss / damage of Contractor's Bubble Tops in all the locations due to any reason whatsoever.
- 7.9 The Contractor shall scrupulously follow the safety and quality measures regarding the production of Bubble Top Drinking Water as stipulated by the Authorities concerned without fail.
- 7.10 The bill on a monthly basis shall be prepared by the Contractor on the basis of the quantity supplied. Payment will be made for number of bubble tops ordered by BHEL.
- 7.11 The Contractor shall necessarily comply with all rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Provident Fund Act, 1952, The Employees State Insurance Act, 1948, The Payment of Bonus Act, 1965, The Contract Labour Act, 1970, The Child Labour Act, 1986, The Employee's Compensation Act, 1923, etc.
- 7.12 The Contractor has to identify a responsible person to monitor the supply of Bubble Tops at all the locations of BHEL and to pass on information regarding quality and quantity supplied for improvement on regular basis.
- 7.13 The Contractor's performance will be monitored periodically / on random basis and feedback will be given either in oral or written by BHEL for necessary preventive and corrective action.
- 7.14 During the Contract period, if the performance is found unsatisfactory based on the review due to poor quality or/and unhygienic aspect or/and short supply of quantity, BHEL reserves the right to terminate the Contract and also not call the Contractor for future Tender/s towards supply of Bubble Top Drinking Water.
- 7.15 BHEL reserves the right to visit the office / factory of the Bidder / Tenderer, any time without prior intimation for assessment with respect to availability, capability, preparedness, quality compliance, etc.
- 7.16 The venue for supply of Bubble Top Drinking Water may be changed anywhere within Chennai at BHEL's discretion with prior intimation in oral (or) writing and the Contractor has to supply at the new location at no extra cost.
- 7.17 In the event of shifting / closing of Piping Centre – Engineering Office Complex, Teynampet, the quantity being supplied would be clubbed with BHEL – Piping Centre Main Office, No.80/93, G.N. Road, T.Nagar.
- 7.18 If a Tenderer expires after submission of his Tender or after the acceptance of his Tender, BHEL may at their discretion, cancel such Tender. If a partner of a firm expires after the submission of the Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.

-
- 7.19 If a Tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the Contract, if awarded and forfeit any other amount due to the Contractor.
- 7.20 Canvassing in any form in connection with the Tenders submitted by the Bidder/s shall make their Tender liable for rejection.
- 7.21 Should a Tenderer or Bidder or in the case of a Firm or Company of Bidders / One or more of its Partners / Shareholders / Directors have a relation or relations in BHEL, the Authority inviting Tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the Tender or cancel the Contract and forfeit any other amount due to the Contractor.
- 7.22 The successful Tenderer should not sub-contract any part or the complete work under this Contract.
- 7.23 Tender shall be free from corrections, mistakes and overwriting. Corrections, if any must be attested. The amounts / values indicated in the Price Bid Format shall be indicated both in Words and Figures. ***If there is any mismatch between words and figures, the value specified in Words shall only be taken into account.***

8. AMENDMENT TO THE TENDER NOTICE:

- 8.1 BHEL reserves the right to alter any condition(s), at any time, the Terms and conditions of this Tender Notice, prior to the date of submission of offer by the Tenderer. All corrigenda, addenda, amendments, time extensions, clarifications, etc. (if any) to the above NIT, will be hosted on the BHEL Website only and will not be published in Newspapers or any other media. Bidders shall regularly visit the above Website to keep themselves updated.
- 8.2 For uniformity, the Technical Bid – Annexure-A (together with Unpriced Price Bid) and Price Bid – Annexure-B offers should be submitted **ONLY** in the prescribed Proforma enclosed.

9. TERMINATION OF CONTRACT:

- 9.1 The Contract may be terminated by BHEL or withdrawn by the Contractor by serving 60 (Sixty) Days' Notice on either side.
- 9.2 In the event of withdrawal of the Contract by the Contractor / termination of Contract by BHEL any time during the contract period, the Contractor shall not be considered for the future Tender/s.

10. INSURANCE:

BHEL will not be responsible or liable for any injury / loss of life of the persons engaged by the Contractor in the Supply of Bubble Top Drinking Water, Transportation of the same to the area of Operations or while being engaged in such supply or while at work at all the locations. A suitable and adequate insurance coverage for them must be arranged by the Contractor at Contractor's cost.

11. ARBITRATION AND GOVERNING LAW:

- 11.1 All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the BHEL Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India.
- 11.2 The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

12. RISK PURCHASE:

In case of poor / inferior / unhygienic quality of Bubble Top Drinking Water supplied, the same should be replaced immediately at the Contractor's Cost. The Total Cost of alternative arrangements, if any made by BHEL for the supply of Drinking Water to Employees due to non-supply / shortage by the Contractor (or) the same being of inferior quality shall be deducted from the Contractor's running bill.

13. GENERAL:

- 13.1 Any other conditions, which might have been quoted by the Bidder and are in contravention to the terms prescribed in the order and which have not been specifically accepted by BHEL will not be applicable to this contract.
- 13.2 Transportation charges will not be paid on any account and under any circumstances.
- 13.3 The Contractor's performance will be monitored on a daily / weekly basis and feedback will be given either orally or in writing by BHEL for necessary preventive and corrective action.
- 13.4 Any complaint lodged / feedback given through any mode of communication (landline phone / mobile / SMS /email / fax, etc.) shall be treated as a properly registered complaint.
- 13.5 Carrying of recording device of any kind such as Camera, Laptop, Ipad, Ipod, Mobile Phone, is prohibited during the Tender Opening. Also, Bidders / Representatives shall switch off their Mobile Phones or any other Electronic Devices inside the Tender Opening Hall.

‘UNPRICED PRICE BID FORMAT’

SL. NO.	DETAILS	AMOUNT – in Rs. (in Figures)	AMOUNT – in Rs. (in Words)
1.	Price for One Bubble Top Drinking Water (20 Litres)		
2.	Service Tax @ _____ % (if applicable)		
3.	VAT @ _____ % (if applicable)		
4.	TOTAL PRICE PER BUBBLE TOP (1+2+3)		

The rates quoted above are valid for a minimum period of 60 (Sixty) Days from the date of tender opening.

SIGNATURE & SEAL OF AUTHORISED PERSON

NAME: