

BHARAT HEAVY ELECTRICALS LIMITED
ESTATE OFFICE, BHEL TOWNSHIP, SECTOR-17, NOIDA- 201301



Maharatna Company

TENDER DOCUMENT

FOR

**Hiring of PA/Music system on the occasion of Independence Day
2017 in BHEL Township, Sector 17, Noida**

**NIT NO. 17: AA: NOI: ADMN: Music System: 112:2017-18
Dated: 04/08/2017**

CONTENTS

1- NOTICE INVITING SINGLE TENDER

LAST DATE FOR SUBMISSION	: 08.08.2017 at 1100 hrs.
DATE FOR OPENING OF TENDER	: 08.08.2017 at 1200 hrs.
VENUE OF OPENING OF TENDER	: Corporate Office, BHEL House, Siri Fort, New Delhi-110049



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, बीएचईएल उपनगरी, सेक्टर-17, नोएडा 201301

BHEL Township: Estate Office, Sector-17, Noida-201301

फोन (का.) 3070956 (फैक्स) 3070982 Phone (O) 3070956 (Fax) 3070982

TENDER DOCUMENT

NIT NO. 17: AA: NOI: ADMN: Music System: 112:2017-18 Dated: 04/08/2017

Last date of Submission of Sealed Tender: **08.08.2017 at 1100 hrs.**

Date of opening of Tender: **08.08.2017 at 1200 hrs.**

M/s. Subhash Light House & DJ Sound System

F-8, Sector-12,

Noida

Sub: Hiring of PA/Music system on the occasion of Independence Day 2017 in BHEL Township, Sector 17, Noida.

Dear Sir,

The best offer is invited from you for Providing, Installation, Testing and Operation of PA/ Music system consisting of following items including all the accessories like extension cords etc. on hiring basis on the occasion of Independence Day on 15th August'2017.

PRICE FORMAT

Sl. No.	Description of Items	Lump sum Price (₹)
1.	Providing, Installation, Testing and Operation of PA/Music system consisting of following items including all the accessories like extension cords etc. on hiring basis on the occasion of Independence Day on 15 th August'2017. a) 06 nos. of speakers (JBL-SRX series, 1200 watts each) b) 02 nos. monitors (600 watt each approx.) c) 10 nos. corded mikes with stand (small and big) d) 03 nos. cordless mikes e) 02 nos. podium mikes f) 24 channel sound mixer, g) Amplifier etc. h) Laptop with USB support i) One DVD player with USB drive facility j) Other accessories not mentioned above and may be required for above set up and the standby of items as shown above	
	Total (₹)	
	GST amount @ _____%	
	Net Payable (₹)	

In Words: Rupees _____

The above rates shall be inclusive of all taxes, cartage etc. complete.

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. 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. The tenderer must submit their tenders in sealed envelope prominently super scribed as 'Single Part Bid' along with NIT No. & due date written on the envelope.
4. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
5. 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, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070956/ email: omender@bhel.in .
7. The tenderer or their representative may attend the opening of bids if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

1. Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
2. The Bidder must submit a declaration (enclosed at Annexure –A), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
3. No deviation certificate as per Annexure –B must be signed and stamped.
4. Bidder must submit the bidder's details in the enclosed format (Annexure-C).
5. Bidder must submit the 'Declaration of GST benefits' as per Annexure-D

C. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelope.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. Late tenders or delayed Tenders (received after Due Date & time) may be rejected.
4. Price quoted shall be valid for 07 days from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
6. The amount 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.
7. The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
8. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.
9. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
10. **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. If any bidder does not accept the correction of errors, their bids will be disqualified.

11. **TAXES AND DUTIES:**

- a. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of Estate Office, BHEL Township, Sector-17, Noida.
- b. The contractor has to submit their GST registration certificate to BHEL Estate Office within 05 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by BHEL Estate office within 07 days from the placement of work order.
- c. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- e. Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- f. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- g. Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

12. **TERMS OF PAYMENT:**

- a. No advance payment or the payment for mobilization of work will be made to the contractor.
- b. The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-C.
- c. The payment, excluding GST & notional interest thereon, shall be made within 15 days from the date of submission of the bills to Estate Office, complete in all respects.
- d. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e. The amount quoted should be firm.
- f. All payment will be subjected to deduction of taxes at source as per rules.

13. **PERIOD OF COMPLETION OF WORK:** The installation of complete sound system is to be completed up to 07:00 AM on 15th August, 2017 and the operation of the same would continue for around next 5 hours.
14. **L.D. for unsatisfactory quality of Work:** In case the quality of services is found unsatisfactory, an L.D. of up to 20% would be deducted from your bill.
15. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
16. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
17. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

D. SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:

- 1) No inferior quality of work will be accepted. The work shall be carried out up to the satisfaction of Engineer-in-charge.
- 2) You shall get the sound system checked around 1 hour before the actual program begins.
- 3) You should have stand by system(s), equipment, cords etc. in case of any exigency situation arise at the time of performance.
- 4) The bidder is advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from the Sr. Engineer (HR-TAX) on Tel. No.-0120-3070956, mobile No.-8800957694 or at e-mail: omender@bhel.in.
- 5) No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
- 6) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
- 7) All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of Supply, Installation and Testing and for such work no extra claim shall be entertained.
- 8) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 9) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 10) **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services 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 subparagraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 11) **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.

You are requested to submit this tender document duly signed and stamped on each page as a token of acceptance of above mentioned rates and T & Cs.

For & on behalf of "BHEL"

(Omender Singh)
Sr. Engineer (HR-TAX)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 17: AA: NOI:ADMN:Music System: 112:2017-18
Dated: 04/08/2017

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 of Party with seal)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 17: AA: NOI:ADMN:Music System: 112:2017-18

Dated: 04/08/2017

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 providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:

ANNEXURE: C

NIT NO. 17: AA: NOI:ADMN:Music System: 112:2017-18
Dated: 04/08/2017

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal 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 canceled cheque for verification of above bank details.

(Signature & seal of the contractor)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 17: AA: NOI:ADMN:Music System: 112:2017-18
Dated: 04/08/2017

DECLARATION OF GST BENIFITS

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature of Party with seal)

Place:

Date: