



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301



TENDER DOCUMENT FOR

Sub: Providing, Installation, Testing and Operation of PA/Sound System on hiring basis on Republic Day on 26th January, 2020 in BHEL Township, Sector 17, Noida.

NIT no. 40: AA: NOI: ADMN: PA/Sound System RD20: 112:2019-20
Dated: 15.01.2020

CONTENTS

1- Notice Inviting Single Tender

Last date for Submission: 18.01.2020 at 1500 hrs.

Date for opening of tender: 18.01.2020 at 1530 hrs.

(Signature of Party with seal)

NIT no. 40: AA: NOI: ADMN: PA/Sound System RD20: 112:2019-20 Dated: 15.01.2020



देबाशीष मजुमदार
अभियंता (मा. सं.-टीएक्स)
Debashis Majumder
Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर-17, नोएडा - 201301 (यूपी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (Tel.)- 0120-3070956, फैक्स (Fax)- 0120-3070982

SINGLE TENDER DOCUMENT

NIT 40: AA: NOI: ADMN: PA/Sound System RD20: 112:2019-20 Dated: 15.01.2020

Last date of Submission of Sealed Tender: **18.01.2020 at 1500 hrs.**

Date of opening of Tender: **18.01.2020 at 1530 hrs.**

To,

M/s. PRATIBIMB,

J-25B, MIG FLATS,

ASHOK VIHAR PHASE - 1, Delhi, 110052

Subject: Providing, Installation, Testing and Operation of PA/Sound System on hiring basis on Republic Day on 26th January 2020 in BHEL Township, Sector 17, Noida.

Dear Sir,

We are pleased to invite your most competitive offer for subject work in BHEL Township as detailed below:

Sl. No.	Description of Items	Qty. (nos.)	Rate (Rs.)	Amount (Rs.)
1.	Providing, Installation, Testing and Operation of Audio/Music system consisting of following items including all the accessories like extension cords etc. on hiring basis on Republic Day on 26 th January 2020.			
	a) Speakers (JBL, 1200 watts each)	06		
	b) Stage monitors-LA model (600 watts each approx.)	02		
	c) Corded mikes with stand (small and big)- Shure/BM /Ahuja/JBL model or equivalent.	05		
	d) Cordless mikes (Shure/BM /Ahuja/JBL model or equivalent)	02		
	e) Podium mikes (Shure/Ahuja/JBL/Alton or equivalent)	02		
	f) 24 channel Yamaha sound mixer (it should have effects and input from 3.5 mm input from phone / laptop, with minimum 6 meter long cord)	01		
	g) Amplifier	01		
	h) Laptop for playing Music through CD/Pen Drive/Mobile	01		
	i) Other accessories not mentioned above and may be required for the above setup, labour charges, transportation, technician etc. and the standby of items as shown above	Lump-sum		
2.	Total amount excluding GST (₹)			
3a.	CGST @ % (₹)			
3b.	SGST @ % (₹)			
3c.	IGST @ % (₹)			
4.	Net Payable amount including GST (₹)			

Amount in Words: Rupees _____

Note: The net payable amount should be inclusive of all taxes, cartage, labour etc.

(Signature of Party with seal)

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अभियंता (या. सं.-टीएएक्स)
Debashis Majumdar
Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
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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. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
4. The tenderer must submit their tender in sealed envelope prominently super scribed as 'Single Part Bid' along with NIT No. & due date written on the envelope.
5. 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.
6. 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.
7. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070956/ email: omender@bhel.in.
8. 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) The Earnest Money Deposit (EMD) of ₹ 560/- (Rupees Five Hundred Sixty only) in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 2) 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.
- 3) The Bidder must submit a declaration (enclosed at Annexure-I), 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.
- 4) No deviation certificate as per Annexure-II must be signed and stamped.
- 5) Bidder must submit the bidder's details in the enclosed format Annexure-III.

C. SPECIAL CONDITIONS:

1. If necessary bidder may inspect the premises to access the quantum of materials required for the entire scope of work/services and quote accordingly. In case of submission of the tender, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
2. You shall have the standby equipment with you at venue, in case of any need.
3. The PA/sound system set up should be completed by 07:30 AM on 26th January, 2020 at the venue.
4. All the instruments must be of high standard/quality. Mixer and other equipment should be in good condition performance-wise as well as aesthetically.
5. You have to ensure that there will be no hindrance in PA/sound system during the program.

D. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.

(Signature of Party with seal)

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 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



- 3) The offer of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com
- 4) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.
- 6) The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 7) BHEL shall issue road permit on request of the party against the Perfoma Invoice submitted by the party. The party should demand road permit well in advance of the due date of delivery. No excuse for delay in delivery due to road permit shall be entertained.

8) **EARNEST MONEY DEPOSIT (EMD):**

- a) The Earnest Money Deposit (EMD) of ₹ 560/- (**Rupees Five Hundred Sixty only**) in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
 - iii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- b) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- c) EMD of the tenderer will be forfeited if:
 - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- d) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- e) EMD shall not carry any interest.
- f) EMD of successful tenderer will be retained as part of Security Deposit.

9) **SECURITY DEPOSIT:**

- a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - vi) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - vii) Total amount of Security Deposit, including the EMD, shall be deposited before start of the work.

(Signature of Party with seal)



- c) Security Deposit shall be released to the Contractor only after successful completion of work as stipulated under Special Terms and Conditions.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 10) **OFFER VALIDITY:** Validity of offer will be **10 days** from the date of opening of the bid.
- 11) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 4 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 12) **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, gross total price 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 are liable to be disqualified.
- 13) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
- 14) **CONTRACT PERIOD:** The tenure of contract for providing the services will be only of **one day on 26th January, 2020.**
- 15) **LD:** In case the quality of services is found unsatisfactory, an L.D. of up to 20% would be deducted from your bill.
- 16) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 17) **TAXES AND DUTIES:**
- a) As Goods and Services Tax (GST) has been introduced by Govt. of India in place of earlier taxes, the same shall be payable after submission of GST compliant tax invoices.
- b) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- c) 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 respective BHEL Unit/Office/Region as instructed by BHEL.
- d) The contractor has to submit their GST registration certificate to Estate Office, BHEL. GSTIN of BHEL is 09AAACB4146P2ZC.
- e) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) 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

(Signature of Party with seal)

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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

- g) Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account.

18) **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-III.
c) The payment shall be made within 15 days from the date of submission of the GST compliant 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) All payment will be subjected to deduction of taxes at source as per rules.

19) 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.

20) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

21) 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 work 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.

22) 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.

23) BHEL may terminate the contract by giving not less than three day's written notice of termination to the successful tenderer. If the successful tenderer do not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.

24) **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.

25) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, 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 the contractor shall pay the claim on demand without any terms & conditions.

26) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill 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.

27) **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 & Special 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.

(Signature of Party with seal)

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Engineer (Electrical)
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



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.

- 28) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

E. CONTRACTOR'S OBLIGATIONS:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
2. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
4. Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary /partnership firm/company, place of work, contact number and duration of validity of card.
5. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee (s) immediately.
6. Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
7. Contractor to provide PPEs and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
8. Contractor shall follow all rules and regulations pertaining to Environment safety as laid down by the Government from time to time.
9. Contractor to get all his employees insured against all type of risks at his own cost.
10. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
11. Contractor shall comply with all statutory requirements, rules, regulations, EPF & ESI, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
12. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, BHEL would not be responsible for that, in any case.
13. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.
14. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
15. During the work if any damage occurred to BHEL property, the vendor would restore it to the original condition or the cost will be recovered from the vendor including administrative charges.

For & on behalf of "BHEL"


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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida
Engineer (HR-TAX)



Annexure-I

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 40: AA: NOI: ADMN: PA/Sound System RD20: 112:2019-20

Dated: 15.01.2020

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:

(Signature of Party with seal)

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ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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Dated: 15.01.2020

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:

देवाशीष


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ANNEXURE- III

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
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 cancelled cheque for verification of above bank details.


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(Signature & seal of the contractor)