

PURCHASE ENQUIRY

REF:	PE-LPE/413
REF. DATE	03/08/2019
DUE DATE	26/08/2019

To,
Open Tender Enquiry

Dear Madam/Sir,

Subject: Procurement of 09 nos. Revolving Chairs for GM's & above in BHEL, PS-PEM

Quotations are invited through open tender. Please quote your best offer/quotation in TWO PARTS on or before **14:00 Hrs** of above mentioned due Date. The details of the tender enquiry as mentioned below:

SCOPE: Supply of High Back Revolving Chair (of Godrej Interio, Durian, IKEA make) as specified in specification Annex-VIII.

Price Evaluation Criterion: Evaluation shall be done on Total Landed cost at Destination excluding GST at Column no F in Annexure-X

PAYMENT TERMS: Within 15 days after receiving of Material and submission of GST complied invoice

DELIVERY: 30 days from PO date.

LD: In case of delay in supply of material beyond the stipulated time, penalty at the rate of 0.5 % per week of delay or part thereof shall be levied on the total value of contract limited to ten percent of the total order/contract value excluding GST.

WARRANTY: One year from date of supply.

BID SUBMISSION: In two parts through e-procurement. **Part 1:** Techno-Commercial Bid **Part 2:** Price Bid

Enclosures:

- i. Commercial Terms & Conditions and General Terms and Conditions - Annexure-I to VII.
- ii. Specification-Annexure-VIII
- iii. Un-Price Format-Annexure-X
- iv. Technical POR-IX

Thanking You,

For and on behalf of BHEL
नरेश चन्द्र शर्मा / Naresh Chandra Sharma
उप प्रबंधक (वि. एन. ए.) / Dy. Manager (V. N. E.)
बल्लभ नदी इलेक्ट्रिकल्स प्राइवेट लिमिटेड / Ballabh Nadi Electricals Private Ltd.
सावर सेक्टर - पर्यटन जे. आर. ग्रीक जल प्रकल्प /
Saver Sector - Tourism J. A. R. Greek Water Project
Power Sector-Project Engineering and Management
पीपीई बिल्डिंग, एच.आर.डी.सी.ए. कॉम्प्लेक्स /
PPEI Bldg, H.R.D.S.I. Complex
फ्लॉट नं. 25, सेक्टर 3, एच.आर.डी.सी.ए. /
Plot No. 25, Sector 3, H.R.D.S.I. Complex

कृपया प्रेषित करें :	Please reply to :	फ़ोन Phone No:
बीएचइएल, पीएस-पीइएम्	BHEL, PS-PEM,	91-120 – 4213591
पीपीइआई भवन	PPEI Building,	Fax No. 0120-4329045
प्लॉट नं २५, सेक्टर १६ ए	Plot No.25, Sector	
नोएडा - २०१ ३०१ उ प्र	Noida-201301	E.mail.ncsharma@bhel.in.
भारत	INDIA	

पंजीकृत कार्यालय
बीएचइएल हाउस
सीरी फोर्ट
नयी दिल्ली - ११०
भारत

Registered Office
BHEL House,
Siri Fort,
New Delhi-110049
INDIA

Annexure- 'I'

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **26/08/2019 2.00 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 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 Naresh Chandra Sharma / Dy.Manager (MM) & Sh I P Singh/ DGM (MM)

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, 9818989654 Phone no. 0120-4213591, 4368749



2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at **03.00 P.M** on the due date **26/08/2019** in the presence of bidder 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 120 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 are "Total Landed cost at Destination" inclusive of freight, handling, Loading/Unloading, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the 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 bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. Contract value means total contract value including all taxes.
10. **QUALITY:** All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
11. **PACKING AND MARKING:** Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
12. **SUBMISSION OF INVOICE:** GST compliant invoice by the vendor shall be submitted in duplicate, to HR-GAX Dep't. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.
13. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the goods which the vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.
14. **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.



15. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject quotation without assigning any reason whatsoever. Quotation of the party 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.
16. For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
- 17. TAX DEDUCTION AT SOURCE:**
Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
- 18. TERMINATION OF CONTRACT:**
If at any time during the currency of contract, the Contractor 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.
- 19. FORCE MAJEURE:** Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.
- 20. SHORT CLOSURE OF CONTRACT:**
BHEL reserves the right to short close the contract with 15 days' notice without assigning any reason.
21. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.



GENERAL TERMS AND CONDITIONS

Annexure- 'II'

22. 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.

23. 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.

24. SETTLEMENT OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018

- BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.
- A copy of the said scheme made available on BHEL web site http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme%202018.pdf
- Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.
- Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).



25. 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.
- iii) In case GST credit is delayed / denied to BHEL due to non /delayed of receipt of goods and / or tax invoice or expire of timeline prescribed in GST law for awaiting ITC, or any other reason not attribute to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- iv) In case vendor declaring such invoice in his return under the BHEL GSTIN specified above and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.
- v) Details for raising invoice: -
Company Name: Bharat Heavy Electricals Ltd
Company Address: BHEL / PS-PEM, Plot no-25, Sector-16A,
Noida-201301. Uttar Pradesh.
GSTIN: 09AAACB4146P2ZC
State: Uttar Pradesh State Code: 09

26. 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.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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Annexure –‘III’

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) (Email)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Copy of PAN Card to be enclosed		
7.0	Any other information		
8.0	Copy of GST certificate		



Annexure-IV

Acceptance Letter / No Deviation Certificate

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

Or

We hereby accept all terms and conditions of the above tender except the following:

(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-V

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)

A handwritten signature in black ink, consisting of a stylized 'S' followed by a diagonal line.

Annexure-VI

NEFT Application Form

**Name of the firm/Authorized
Distributor/Authorized:**

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED
WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation



Annexure-VII

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Copy of the PAN card.		
2	GST Registration		
3	Commercial Terms and Conditions (Annexure-"I").		
4	General Terms & Conditions (Annexure-"II").		
5	Unpriced Bid Format (Annexure-"X")		
6	Details Of Business (Annexure -"III")		
7	Acceptance Letter / No Deviation Certificate (Annexure-"IV")		
8	Declaration (Annexure-"V")		
9	Specification (Annexure-"VIII")		
10	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-"VI")		
11	Check List (Annexure-"VII")		
12	PQR (Annexure-"IX")		



UN-Price Format for Procurement of 09 nos. Revolving Chairs for GM's & above in BHEL,PS-PEM,Noida

S. No.	Description	HSN CODE	Unit	Qty.	Unit rate (Rs.)	Total Landed cost at Destination[excluding GST](Rs.)	GST @ 18% (Rs.)
	A	B	C	D	E	F=(D*E)	G
1	Supply of High Back Revolving Chair (Of Godrej Interio, Durian, IKEA make) with the following : - • Push back rest with lumber support . • Height adjustment minimum up to 100mm. • Base pedestal made of aluminium die cast chrome finish in Minimum 650mm diameter with nylon twin caster wheels minimum of minimum 50 mm diameter. • Arm should be made of steel/Chrome coated steel covered with polyurethane. • Seat should be made of PU foam in width minimum 480mm & depth minimum 500mm. • Seat height will be minimum 450 mm. • Density of PU foam used in seat & back rest should be minimum 45 KG per CuM. • Material used in seat & back cover/ backrest shall be pure leather in black colour. • Over all chair height will be minimum 1140 mm • Back rest height minimum 730 mm and width minimum 480mm. - Thickness of M. S. plate jointing the under structure with seat will be minimum Minimum 1mm.	94013000	Nos.	9			
Notes:							
i	Bidder to note that total price indicated above at Column. no. F (Total Landed cost at Destination excluding GST) shall be considered for evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.						
ii	Prices are "Total Landed cost at Destination" inclusive of freight, handling, Loading/Unloading, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.						
iii	For any clarification please refer Specifications.						





Specification

Sub. : - Procurement of Revolving Chair for GM & above in BHEL, PS-PEM, Noida.

Supply of High Back Revolving Chair (Of Godrej Interio, Durian, IKEA make) with the following : -

- Push back rest with lumber support .
- Height adjustment minimum up to 100mm.
- Base pedestal made of aluminium die cast chrome finish in Minimum 650mm diameter with nylon twin caster wheels of minimum 50 mm diameter.
- Arm should be made of steel/Chrome coated steel covered with polyurethane.
- Seat should be made of PU foam in width minimum 480mm & depth minimum 500mm.
- Seat height will be minimum 450 mm.
- Density of PU foam used in seat & back rest should be minimum 45 KG per CuM.
- Material used in seat & back cover/ backrest shall be pure leather in black colour.
- Over all chair height will be minimum 1140 mm
- Back rest height minimum 730 mm and width minimum 480mm.
- Thickness of M. S. plate jointing the under structure with seat will be minimum Minimum 1mm.



Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

BOQ

Sub. : - Procurement of Revolving Chair for GM & above in BHEL, PS-PEM, Noida.

S. N.	Description	Unit	Qty.
1	Supply of High Back Revolving Chair (Of Godrej Interio, Durian, IKEA make) with the following : - • Push back rest with lumber support . • Height adjustment minimum up to 100mm. • Base pedestal made of aluminium die cast chrome finish in Minimum 650mm diameter with nylon twin caster wheels of minimum 50 mm diameter. • Arm should be made of steel/Chrome coated steel covered with polyurethane. • Seat should be made of PU foam in width minimum 480mm & depth minimum 500mm. • Seat height will be minimum 450 mm. • Density of PU foam used in seat & back rest should be minimum 45 KG per CuM. • Material used in seat & back cover/ backrest shall be pure leather in black colour. • Over all chair height will be minimum 1140 mm • Back rest height minimum 730 mm and width minimum 480mm. • Thickness of M. S. plate jointing the under structure with seat will be minimum Minimum 1mm.	Nos.	9.00



Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

**TECHNICAL-PRE-QUALIFICATION REQUIREMENTS (PQR) FOR PROCUREMENT OF REVOLVING CHAIRS FOR
GM's & ABOVE IN BHEL, PS- PEM NOIDA.**

A. The experience of having successfully completed similar Job/service during last 7 years ending on 30.06.2019 should be either of the following: -

a) Three similar completed services costing not less than Rs. 1.22 lakhs each.

or

b) Two similar completed services costing not less than Rs. 1.53 lakhs each.

or

c) One similar completed services costing not less than Rs. 2.44 lakhs each.

“Similar Job / service” refers to “Supply Revolving Chairs to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC”.

Shanika
18-07-2019