

BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE BHEL TOWNSHIP, SECTOR-17, NOIDA- 201301



TENDER DOCUMENT

FOR

PROCUREMENT OF PAINTING MATERIALS IN BHEL TOWNSHIP, SECTOR-17, NOIDA.

NIT No. 18: AA: NOI: ADMN: PAINTING MATERIALS: 112:2017-18

Dated: 18.09.2017

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Last date for Submission: 10.10.2017 at 1500 hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा – 201301 (उ.प्र.), भारत

Estate Office, Sector-17, Noida-201 301 (UP) INDIA

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two part bids for the purchase of Painting Materials at Estate Office, BHEL Township, Sector-17, Noida.

Title : Procurement of Painting Materials in BHEL Township, Sector-17, Noida.
NIT NO. : 18: AA: NOI: ADMN: Painting Materials: 112:2017-18
Dated: 18.09.2017
Tender Cost : Nil
Delivery Schedule : As per delivery schedule (Annexure VI).

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at : 10.10.2017 at 1500 Hrs.
Estate Office, BHEL Township, Sector-17, Noida
Date of opening the Tender (Techno- commercial Bid) : 10.10.2017 at 1630 Hrs.
Venue for opening of Tender : Estate Office
BHEL Township
Sector-17, Noida.

The Tender Document may be obtained from the Office of Sr. Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). The sealed tenders may be sent either by registered post, speed post, courier or by hand in the office of Sr. Engineer (HR-TAX), Estate Office, Sector – 17, NOIDA – 201301(U.P.) between 9.00 AM to 5.30 PM on any working day till the due date and time i.e. up to 10.10.2017 at 03:00 PM .

(Ujjwal Tomar)

Sr. Engineer (HR-TAX)

On behalf of "BHEL"

(Signature & Seal of the bidder)

PART 'A' – TECHNO-COMMERCIAL BID

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. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid (Part-A) along with un-price bid (Annexure-I) and (ii) Price Bid (Part-B). The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part – A 'Techno-commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with Title of tender, NIT No. & due date of opening.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction while filling the tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer.
6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
7. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the price bid format.
8. On the date of opening of tender, only Techno-Commercial Bid (Part-A) shall be opened.
9. BHEL will finalize successful tenderer **by opening of sealed price bid**. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
10. Opening of Price bids will be done for the offers of only those tenderers, whose bids are found technically acceptable.
11. Tender documents are also available on BHEL's web site i.e. www.bhel.com and on CPP portal (<http://eprocure.gov.in/cppp/>) and the same can be downloaded and used as tender document for submission of bids.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. 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, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A), which will be opened on the due date and time as mentioned above, and thereafter, the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be

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opened on schedule date & time even if the bidders or their representative are not present.

16. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070961 or e-mail : ujjwal@bhel.in

B. PRE- QUALIFYING REQUIREMENT:

Each tender shall be accompanied by the following information/ documents with sufficient details to enable the purchaser to make an appraisal of the quality and suitability of the materials offered.

1. Acceptance to supply the materials as per the terms of tender by signing the full tender document.
2. Bidder should have GSTIN Registration. The copy of certificates in proof of same must be submitted.
3. The bidder's average annual financial turnover should be Rs. 5.4 lakhs or above for the 03 financial Years (2013-14, 2014-15 & 2015-16 ending 31st March 2016). Self-attested copies of balance Sheet, Profit & Loss Account Certified by CA along with copies of Income Tax return of last three financial years ending 31st March 2016 to be submitted.
4. Self-attested copies of Purchase orders or Bills in support of proof of experience for the similar supplies (paint items like OBD, Enamel Paint etc.) executed by the bidders during last 2 years ending on 31/08/2017. The value of Purchase Order/ Bill should be as follows:
 - i. Three similar Purchase Orders/ Bills costing not less than Rs. 2.16 lakhs each.
 - Or
 - ii. Two similar Purchase Orders/ Bills costing not less than Rs. 2.7 lakhs each.
 - Or
 - iii. One similar Purchase Order/ Bill costing not less than Rs. 4.32 lakhs.
5. Bidder shall submit the Un-Price bid (Annexure-I) along with techno-commercial offer by indicating the rate of GST applicable.
6. Declaration certificate as enclosed at Annexure-II
7. No deviation certificate as enclosed at Annexure-III
8. Bidder's details as per Annexure-IV
9. Declaration on GST Benefits as per Annexure-V

C. SPECIAL CONDITIONS:

1. All the items should have conformity with manufacturer specification and standard quality. All the materials must confirm to the technical specifications as mentioned in tender enquiry.
2. The technical specifications of all the items are mentioned in Un-price bid and price bid both along with the description of each item. The items deviating from the technical specification mentioned in the price bid will be rejected.
3. All the items to be supplied should be of the Make & Type as mentioned in the Un-Price Bid/Price Bid. The bidder has to specify the item make (to be supplied) in the Unpriced Bid/Price Bid. It may be noted that No items of any other make would acceptable at any cost.

D. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date of opening must be legibly super scribed on the envelopes.
2. BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.

(Signature & Seal of the bidder)

3. The total quoted rate should be inclusive of all i.e. GST and F.O.R. BHEL Township Store Sector-17, Noida, Gautam Buddha Nagar, UP.
4. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
5. Price quoted shall be valid for 90 days from the date of opening of techno-commercial bid.
6. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format' are likely to be rejected.
7. The rate should be indicated in words. 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.
8. **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL would finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. The order will be placed on L-1 bidder/ bidders of each and individual item. Evaluation of bid will be on total cost to 'BHEL' for each and every item (i.e. at column no. 9 of Amount of each item in Price bid). Subsequently, separate purchase order/s will be issued to techno-commercially qualified L1 bidder/ bidders of each and every individual items. If more than one techno-commercially qualified L1 vendor for individual items, the order/s will be equally split for individual items.
9. Price quoted should be inclusive of all the applicable charges, cartage/ freight etc. However, rates of GST should be indicated separately.
10. BHEL shall issue road permit on request of the party against the Performa Invoice submitted by the party. The party should demand Road Permit well in advance of due date of delivery. No excuse for delay in delivery due to Road Permit shall be entertained.
11. It may be noted that Form 'C' will not be issued. Bidders are advised to quote taxes accordingly.
12. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
13. **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) In case, total price indicated in price bid 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.
 - d) If any bidder does not accept the correction of errors, their bids will be disqualified.
14. **INSPECTION:** The inspection of materials will be carried out at the destination/ BHEL's works by the BHEL Inspecting Officer.
15. **QUANTITY VARIATION:** Quantity may be increased by 10% of individual item order value. However, the quantity of materials may be reduced up to any extent as per the decision of BHEL
16. **DELIVERY SCHEDULE:** As per delivery schedule Annexure VI.

(Signature & Seal of the bidder)

17. TERMS OF PAYMENT, TAXES & DUTIES

- a. No advance payment will be made to the supplier.
 - b. All payment will be subject to deduction of taxes at source as per applicable rules.
 - c. Bills raised by the supplier shall be certified by the official in-charge of BHEL and the payments will be made against the bill excluding GST part, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill. The supplier shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - d. As GST has been introduced by Govt. of India in place of existing taxes, the same shall be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
 - e. The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
 - f. To enable BHEL to avail GST Input tax credit, the supplier 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.
 - g. The supplier has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
 - h. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - i. 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.
 - j. Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount 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.
 - k. 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 the supplier 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 supplier's bill and/or adjusted against GST amount not paid as indicated under (e) above.
 - l. Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by supplier in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by supplier 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 supplier declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from supplier.
- 18. L.D. FOR DELAY IN SUPPLY:** In case of materials is not supplied as per the delivery schedule, a penalty of 1/2% of value of undelivered portion, per week of delay or part thereof subject to maximum of 10% of the undelivered value will be deducted as L.D. However the extension of time for supply of materials may be granted by BHEL where delay is not attributable to the vendor.

19. **RISK CLAUSE:** In the event the supplier has failed to deliver or dispatch whole of the materials or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by BHEL from elsewhere at the risk and the cost of the vendor. The purchaser at his option will be entitled to terminate the contract and vendor shall be liable for any loss which the BHEL may sustain by reason of such risk purchases.
20. **REJECTION:** On inspection, if the materials is not found as per the specification or any item is found damaged the same shall be rejected. In case of rejection of materials, no payment will be made for the rejected materials. It will be the responsibility of vendor to dispose of the rejected materials at its own cost from BHEL's works within one month after rejection of materials. After the expiry of one month no claim/ correspondence will be entertain for the rejected materials.
21. **LOADING & UN-LOADING:** The loading of the Items and unloading at BHEL store shall be in the scope of vendor.
22. **INSURANCE:** The vendor will insure the materials for all transit risks up to supply of the materials at the final destination at its own cost.
23. 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.
24. **RECOVERY FROM THE VENDOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the vendor, 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 he shall pay the claim on demand without any terms & conditions.
25. **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the supply 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 sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
26. **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.

Ujjwal Tomar

(Ujjwal Tomar)

Sr. Engineer (HR-TAX)

On behalf of "BHEL"

(Signature & Seal of the bidder)

NIT No. 18: AA: NOI: ADMN: PAINTING MATERIALS: 112:2017-18

Date: 18.09.2017

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the bidder)

Place:

Date:

(Signature & Seal of the bidder)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No. 18: AA: NOI: ADMN: PAINTING MATERIALS: 112:2017-18

Date: 18.09.2017

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 supplied the materials mentioned in this tender enquiry.

(Signature & seal of the bidder)

(Signature & Seal of the bidder)

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 cancelled cheque for verification of above bank details.

(Signature & seal of the bidder)

(Signature & Seal of the bidder)

Declaration OF GST Benefits

NIT No. 18: AA: NOI: ADMN: PAINTING MATERIALS: 112:2017-18

Date: 18.09.2017

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 Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:

(Signature & Seal of the bidder)