भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Bharat Heavy Electricals Limited उदयोग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

ID/ HR/ A041/ Flowers ENQ 6th July 2019

Sub: Notice inviting tender for rate contract for supply of flower arrangements on daily basis and bouquets/ bunches/ rosary/ rosebuds on as and when required basis

BHEL invites tender bids from reputed parties for awarding a rate contract for supply of flower arrangements on daily basis and bouquets/ bunches/ rosary/ rosebuds on as and when required basis at BHEL Lodhi Road. The period of rate contract shall be two years.

The tender will be a two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after technocommercial evaluation.

You are requested to submit your most competitive offer for rate contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

Last date of submission

29.07.2019 at 1100 Hours

Opening of Tender

29.07.2019 at 1100 Hours

Tender Cost

Earnest Money Deposit

₹ 9,720.00

The sealed tender may be sent either by Registered Post/ Speed Post/ Courier Services or by hand in the BHEL office, Industry Sector, Lodhi Road, New Delhi from 0900 hours to 1730 hours on any working day latest by 1100 hours of 29.07.2019. In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793305 or at email shlok@bhel.in.

> For and on behalf of Bharat Heavy Electricals Limited

> > (Authorised Signatory)

श्लोक नागर/SHLOK NAGAR घरि**0 अभियन्ता / 8**s. Engineer मानव संसाधन प्रवन्य विनाग / MRM Deptil **8HARAT HEAVY ELECTRICALS LIMITED** Industry Sector Integrated Office Complex Ledhi Road, New Dalhi-110003

SCOPE OF WORK:

- 1. Vendor shall be required to supply and place fresh flower arrangements at different locations inside BHEL, Lodhi Road office building. These flower arrangements shall be replaced with fresh flower arrangements on daily basis latest by 0830 Hours (morning) on all working days.
- 2. Bouquets/ bunches/ rosebuds/ Rosaries (flower mala) shall be supplied on as and when required basis.
- 3. Only fresh flowers shall be accepted and bricks used for flower arrangements shall be replaced once in a week.

INSTRUCTIONS TO BIDDERS:

- 1. Bidders must go through all annexures carefully before submitting the bid.
- 2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the 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.
- 3. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
- 4. 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 and shall be binding on the tenderer.
- 5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
- 6. Only rate shall be quoted in price bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, the lesser of the two will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
- 7. The price must be quoted in the enclosed Price Format Only.
- 8. The prices quoted should be firm and no revision of prices will be entertained after the quotation is opened.
- 9. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder details.
- 10. Quotation shall be received up to 1100 hours on 29.07.2019 and the same shall be opened same day at 1100 hours in presence of bidders who would like to be present. On the date of opening of tender, whole tender shall be opened.
- 11. Validity of offer will be 90 days from the date of opening of tender.
- 12. Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.

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- 13. 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.
- 14. A bidder may visit BHEL office on any working day from 08.07.2019 to 27.07.2019 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Sr. Engineer (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.

PRE-QUALIFYING REQUIREMENTS (PQR):

1. EMD amount of ₹ 9,720.00 needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as **Annexure VI**. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned within 7 days of award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i. After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii. The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.
- 2. Duly signed and stamped copies of GST registration, PAN card and cancelled cheque of bidder are to be submitted.
- 3. Copy of acknowledgements of IT return of last three financial years i.e. FY 2016-17, 2017-18, 2018-19. In case of unavailability of documents for financial year 2018-19, documents pertaining to FY 2015-16 shall be furnished.
- 4. The bidder's average annual financial turnover during the last three financial years ending 31st March 2019 should be at least ₹ 1.46 Lakhs. Balance sheets / profit loss statements are to be submitted for 2016-17, 2017-18, 2018-19. In case of unavailability of documents for financial year 2018-19, documents pertaining to FY 2015-16 shall be furnished.
- 5. The experience of having successfully completed similar Job / services during last 7 years ending on 30.06.2019 should be either of the following:
 - i. Three similar completed jobs / services with value not less than ₹ 1.94 Lakhs each.

Or

ii. Two similar completed jobs / services with value not less than ₹ 2.43 Lakhs each.

Or

iii. One similar completed job / service with value not less than ₹ 3.89 Lakhs.

"Similar Job / service" refer to "Rate contracts for supply of flower arrangements/ bouquets/ bunches/ rosary/ rosebuds".



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Only work orders and related work completion certificates from the clients shall be submitted as proof against SI. No. 5 of PQR. For example: If you are qualifying as per SI. No. 5 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 2.43 Lakhs shall be furnished. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

EVALUATION CRITERIA:

- 1. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of price bids shall be intimated to the concerned bidders through email.
- 2. In the price bid, the bidders are required to quote item wise rate for each item mentioned in Price Format (Annexure V) in the space provided and accordingly evaluate the total expenditure on each item in two years.
- 3. The ranking of the bidders shall be made on the basis of total amount calculated for two years from the item wise rates quoted by the bidders in the price bid.
- 4. In the event of a miscalculation, the lower of the two values i.e. the correct value or the miscalculated value, shall be considered for evaluation and awarding the contract.
- 5. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. If distinct L1 rate isn't arrived at after submission of revised bids and the tie prevails between more than one bidders for Total Evaluated Cost, then the L1 will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who choose to be present.
- 6. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.
- 7. Tender may be rejected on account of unsatisfactory past performance in the execution of an earlier contract if noticed during technical evaluation.

PROCEDURE FOR SUBMISSION OF BIDS:

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "Offer for rate contract for supply of flower arrangements BHEL, Lodhi Road" followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender "Part-I: Techno-commercial Bid and Earnest Money Deposit" and "Part-II: Price Bid" respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.

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PART-1: TECHNO-COMMERCIAL BID AND EMD (ENVELOPE #2)

The techno-commercial bid shall comprise of

- 1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
- 2. A copy of price bid duly signed and stamped but without the prices.
- 3. Acknowledgement of payment of EMD of ₹ 9,720/- (Rupees Nine Thousand Seven Hundred and Twenty Only) to BHEL must be enclosed in Part-I envelope.
- 4. Copies of PAN Card, GST Registration Certificate and cancelled cheque duly signed and stamped by the bidder.
- 5. Copy of acknowledgements of IT return of last three financial years i.e. FY 2016-17, 2017-18, 2018-19. In case of unavailability of documents for financial year 2018-19, documents pertaining to FY 2015-16 shall be furnished.
- 6. Balance sheets / profit loss statements are to be submitted for FY 2016-17, 2017-18, 2018-19. In case of unavailability of documents for financial year 2018-19, documents pertaining to FY 2015-16 shall be furnished.
- 7. Copies of Work Orders indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.03.2017 as against Sl. No. 4 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as "Part-I: Ref. ID/ HRM/ A041/ Flowers_ENQ" followed by bidder details.

The Prices should not be mentioned in the price format in this envelope.

PART-II: PRICE BID (ENVELOPE #3)

The price bid in the enclosed "Price format" (Annexure-V) needs to be in sealed envelope #3. This envelope should be super-scribed as "Part-II: Ref. ID/ HRM/ A041/ Flowers_ENQ" followed by bidder details.

The offer, completed in all respects, has to positively reach the undersigned before 1100 Hours of 29.07.2019 at:

Shlok Nagar Sr. Engineer (HR-Admin) BHEL – Industry Sector Integrated Office Complex Lodhi Road, New Delhi – 110003

8M 06/07/19 The offers received on or before 1100 Hours of 29.07.2019 shall be considered for opening of Techno-commercial bid scheduled at 1100 Hours on 29.07.2019 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

After techno-commercial evaluation of the offers, price bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of price bid shall be intimated to the qualified bidders through email.

For any clarifications regarding the tender, kindly contact the undersigned at 011-41793305 / 011-41793301.

Thanking you.

Yours Faithfully, For Bharat Heavy Electricals Limited,

(Shlok Nagar)

चलोक नागर/SMLOX MAGAR
चरिक सनियन्ता/Sr. Engineer
जानप सलाधन प्रपन्ध विनाग/HRM Degal
BHARAT HEAVY ELECTRICALS LIMITED
Industry Sector, Integrated Office Complex
Loan; Road, New Dalhi-110003

CONTRACT TERMS & CONDITIONS:

- 1. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 2. Validity of Contract: Validity of contract shall be 2 years from the date of start of work.
- 3. **Quantity:** The quantities provided in Price Bid format are tentative in nature which may vary as per requirement, however, the payment shall be made on actual basis.

4. Payment Terms:

- a) Payment shall be made after successful completion of services during every quarter.
- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) Tax invoice raised by the contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
- d) All payment will be subject to deduction of taxes at source as per rules.
- 5. Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
- 6. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 7. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder before the start of the contract. SD, without interest, shall be refunded after successful completion of contract period.
 - If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited before the start of the contract.
- 8. **Payment:** Payment towards AMC charges shall be done on monthly basis after receipt of original invoice or completion of the month whichever is later.
- 9. Taxes & duties: The taxes and duties applicable on the work contract have to be very clearly indicated in the price bid format Annexure V. However, taxes and duties applicable at the time of generation of GST compliant invoice shall be payable by BHEL.
- 10. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to by their workforce.
- 11. The contractor has to ensure that the workforce deployed under this contract is insured and BHEL shall have no liability towards them, in case of injury or death.
- 12. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 13. 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.

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- 14. Work force of the contractor will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.
- 15. **Termination of contract:** If at any time 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 condition even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.
- 16. BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.
- 17. 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 contract or shall pay the claim on demand without any terms & conditions.
- 18. 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 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 New Delhi.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable - In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

- 19. 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.
- 20. **Jurisdiction of court**: Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

21. Default/ breach of contract, insolvency and risk purchase

If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.

Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

DETAILS OF BUSINESS

1	Name of the firm	
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	

Annexure - III

NO DEVIATION CERTIFICATE

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

Signature and Seal of Authorised Signatory

06/7/19

Annexure - IV

DECLARATION

I/We hereby declare that I /we have not been banned of 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 and Seal of Authorised Signatory

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PRICE BID FORMAT

Item Description	Quantity required in two years	Rate quoted by Bidder	Amount in figures	Amount in words
Flower Arrangements with 15 flowers	11000 nos.			-
Bouquet / Bunch Small with 30 flowers	50 nos.			
Bouquet / Bunch Medium with 40 flowers	150 nos.			
Bouquet / Bunch Large with 50 flowers	50 nos.			
Rosebud (01 flower)	200 nos.			
Rosary (flower mala of length 36 inches)	50 nos.			
Type of applicable tax _		%		
Total value	e of contract for two ye			

The prices quoted should be inclusive of labour charges, supply charges and all required materials/accessories as per requirement.

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	EFT MANDATE (DULY CER	TIFIED BY BANKER)	
Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH WORLD TRADE TOWER, BAR NEW DELHI		
Branch Code	1942	MICR No 110015097	
Swift Code	CNRBINBBIFD	A STATE OF S	
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENE	RAL .	
We hereby certify that information giver			
		be responsible if any of the information stated above found to be ccuring in future, shall be informed to you immediately.	
Yours Faithfully Sign Clua वधवा / DEEP alte तेखायिकारी / Senic	AK WADHWA	कृते केनरा बैंक/For Canara Bank वरिष्ठ प्रबन्धक/Senior Manager प्रार्ट्स कॉपॉरेट कर्नाट प्लेस शास्त्र	

Banker's Seal and Signatures