

**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

BHE:RU:HR

Dated 02.04.2014

Open Tender Notice No. BHE:RU:HR/ GH/2014-16

Sealed tenders are invited from eligible parties for following work:

“Hiring of 05 Nos. AC rooms with common dining cum meeting hall having arrangement of dining table and Sofa to sit 6-7 persons, each room comprising two beds, as per technical specifications given in tender documents & in Annexure-A, in hotel/ guest house in Rudrapur Town from 01.07.2014 to 30.06.2016 (02 years period). The rooms shall be for exclusive use of BHEL.”

The bids are invited in two parts. The price bid of only those parties will be opened whose technical cum commercial bid is found suitable by the Committee of BHEL, who will visit the facilities to be offered and inspect the rooms/ facility. The date of opening of price bid will be separately informed to parties qualifying in technical cum commercial bid based on the recommendation of BHEL Committee. The formats for the technical cum commercial bid as well price bid are given with the tender document. **The bid not submitted in two parts separately will be summarily rejected.**

However, BHEL reserves the right to accept or reject any bid without assigning any reason.

The sealed tender in two separate sealed envelopes one super scribing “ Technical cum commercial bid “ and second super scribing “ Price Bid ”; both contained in a common sealed envelope sup scribing “ Tender for hiring guest house at Rudrapur Town” should be submitted by 25.04.2014, 2.00 PM, which will be opened on 25.04.2014, 3.00 PM.

(P C Trivedi)
Engr (HR)

Major Terms & Conditions:

1.0 Receipt & Opening of tenders : -

- 1.1 The envelope containing the quotation should be super scribed as Quotation For "**Tender for hiring guest house at Rudrapur Town** "
- 1.2 Sealed tenders will be received on behalf of Engr (HR), BHEL-Rudrapur in his office up to **25.04.2014, 2.00 PM**, from firms/ agencies having adequate experiences in this field.
- 1.3 Tenders shall be opened on **25.04.2014, 3.00 PM** in presence of parties who wish to be present on the occasion.

2.0 Miscellaneous:

- 2.1 All entries in the tender document should be in one ink. Erasing and over writing is not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
- 2.2 Tenderer shall fill in all required particulars in the blank space provided for this purpose in the tender documents and also sign each and every page of the tender documents before submitting the tenders.
- 2.3 In quoting the rates the tenderers are advised to take into account relevant factors, including fluctuations in the market rates etc. No claim will be entertained on this account at a later date.
- 2.4 In the event of tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of firm, or in their absence by the person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.
- 2.5 BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.
- 2.6 Tenders not submitted on the prescribed form shall be summarily rejected.
- 2.7 Rate should be quoted in figures as well as in words in the price bid and should be submitted in a separate envelop super subscribed as "Price Bid".
- 2.8 The contract shall be awarded to single party on total L1 basis.

3.0 Validity of Contract:

- 3.1 The contract will be valid initially for a period of two years from the date of its commencement.

4.0 Earnest money & Security Deposit:

- 4.1 **The tenderer shall be required to deposit earnest money of Rs 5000/- (Rupees five thousand) only while submitting their tender and the tender will not be accepted unless earnest money is deposited along with the tender. The Earnest Money shall be in any of the following forms and pledged to Bharat Heavy Electricals Ltd., Rudrapur :-**

- (a) Banker cheque / Demand Draft in favour of 'Bharat Heavy Electricals Ltd, Rudrapur'
- (b) Cash may be deposited with Sr A.O. (Fin.) in advance and receipt may be attached with offer.

- 4.2 Earnest money shall be refunded to unsuccessful tenderers after finalization of the contract. In case of successful tenderers, the earnest money will be refunded after one month.
- 4.3 If a tenderer withdraws his/her offer after submission of his/her tender after acceptance of his/her tender, fails to start the work in accordance with the instructions, the earnest money deposit shall stand forfeited.
- 4.4 **Security Deposit for the tender shall be Rs one lakh plus 7.5% of the amount exceeding Rs 10 lakhs of the awarded valued of contract which shall be submitted by successful tenderer before submission of first month bill.**

5.0 Payment

The bill for the work completed will be presented to the HR Department, BHEL, Rudrapur every month. **Payment will be made through E-Payment mode only, within one month of submission of bills by the contractor.**

6.0 Termination of the contract:

If the contractor(s) fails or neglects or refuses to observe/perform any of the terms and conditions/obligations of/or under the contract, BHEL may without prejudice to other right terminate the contract without assigning any reason thereof and without any notice and recover from the contractor(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount in the contractor in the contractor under this contract.

7.0 General terms and conditions which will part of contract agreement :

- 7.1 The contract shall be initially valid for a period of **02 (two) years**, may be extended on same terms and conditions at the sole discretion of BHEL depending upon requirement of the company and the performance of the party.
- 7.2 BHEL shall pay monthly rent as agreed as per price bid and negotiation thereon. The charges so paid shall be inclusive of all taxes, duties and levies as charged by Govt. from time to time.
- 7.3 The guest house/hotel should be registered with state tourism/Industry Department and have to attach the registration copy/copies with the technical bid of the tender.
- 7.4 The workers working in the pantry/kitchen, housekeeping/upkeep services should be well mannered and be free from any infectious disease. They would be in a proper uniform, to be supplied by the contractor at his own cost, at all times of duty.
- 7.5 The guest house/hotel shall be on normal duty for 24 (Twenty four) hours daily on all days of the week (Seven days).
- 7.6 The rooms taken on hire shall be used exclusively by BHEL.
- 7.7 This agreement can be terminated after one month's notice from BHEL to the contractor without assigning any reason.
- 7.8 The guest house provided by the contractor should always be in good running condition and free from any breakdown/problem.

8) Miscellaneous :

- i) The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced with the technical document of the tender.
- ii) Any deviation with ulterior motive / manipulation of any sort during the tenancy of the contract shall be /will be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
- iii) Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.

9.0 Arbitration:

9.1 All disputes between the contractor and BHEL arising out of or relating to the awarding of contract and its operation shall be referred to the arbitration of person to be nominated by General Manager, Bharat Heavy Electricals Limited, Component Fabrication Plant (CFP), Rudrapur and the decision of the arbitrator shall be final and binding on the parties.

10.0 Records to be maintained by the Contractor:

- 10.1 Contractor to maintain separate register date wise for the Guests staying in the rooms. The Performa of register will be provided to the successful bidder.
- 10.2 Contractor needs to give proper receipt for food value charged to the BHEL's Guests. In case of the Company Guests (shall be informed by designated person of BHEL) food bill will be paid as per the tender rates by BHEL along with monthly bills.
- 10.3 Contractor needs to collect the staying charges from the Guest staying during their personal visit from the Guests as per the rates given by BHEL periodically. In case of Guests on Official visit Credit Slip of stay charges as per the receipt Performa of BHEL to be given by the Contractor.

11.0 Jurisdiction :

11.1 All disputes claims or actions arising out of under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Rudrapur

The above terms & conditions are acceptable.

Signature: _____

Name: _____

Address: _____

Contact Phone No(s) : _____