

Limited tender enquiry meant for  
procurement of assorted Mewa Bites for  
Diwali 2013  
M/s Bikanervala  
M/s Haldiram  
M/s Nathu Sweets  
M/s Evergreen  
M/s Bengali Sweets

Ref. AA:GAX:13-DG-102  
Date : 07<sup>th</sup> October, 2013

**Sub: Quotation for supply of approx. 3900 boxes of Assorted Mewa Bite pack (1 kg each Pack) for Diwali.**

Dear Sir,

Sealed quotations are invited in two Part Bid for supply of **Assorted Mewa Bite Packs**, as per specifications attached, in two parts, as under:

**Envelope 1** Technical Offer – containing net weight with specifications of each Item, weight of the empty box, gross weight, along with sample of the box containing 4 types of Mewa Bites, sealed & shrink-wrapped, ready for presentation. All the documents along with the Un-priced bid (with quoted), duly signed & stamped on each page is also to be submitted as a token of acceptance of all tender terms & conditions.

**Envelope 2** Price Offer (as per Price Bid Format only) – containing net price per pack, including all taxes, freight & handling charges, delivery at BHEL House, Siri Fort, New Delhi.

**Please note that Envelope 2 containing Price offer will be opened only if the Technical Offer along with the Quality of Material & sample pack are acceptable to BHEL. BHEL reserves the right to accept / reject any offer without assigning any reason.**

Your offer shall be further subject to the following terms & conditions. Rates should be firm and valid till Diwali 3.11.2013, including supplementary orders for additional quantities, if required by BHEL.

1. Deliveries should be strictly in accordance with the quality of the sample submitted with the offer (Material & its packing) & duly acceptable to BHEL. BHEL reserves the right to check randomly supplies with respect to Quality of Material & its packing. In case of deviation & non-conformance with the quality of the Sample submitted with Technical Offer, the order is liable for rejection and no payment shall be made.
2. Supplies of the ordered quantities shall commence in lots within 2/3 days from the date of placement of order and to be completed on or before 1.11.2013 & any additional quantities within a day or two from the date of our written intimation (e-mail / letter), as per our requirements.
3. In case the supplier, on whom the order will be placed for supply of items (based on lowest price) is not able to deliver the desired quantity & quality within the delivery schedule, the order can be shared between the other vendors who are ready to supply the items by matching the lowest price. Also, BHEL reserves the right to split the order.

4. In case there is delay in supply of quantities along with LOA, BHEL reserves right to levy LD @ 2% per day up to a maximum of 10% value of the order value.
5. Supplies against supplementary orders for additional nos. shall be required to be completed well before the date of Festival.
6. Best effort shall be made to release the payment within 15 days of submission of bills and subject to satisfactory completion of supplies. Payment may be made through EFT, for which bank details will be required to be furnished by the supplier. However, no interest shall be paid for delay in making the payment.
7. Delivery of the quantities released with P.O. shall be completed within 06 (six) day or 1.11.2013, whichever earlier, from the date of placement of order.
8. 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 price bids. This process would continue till the distinct L-1 rate is arrived and the purchase order will be placed on L-1 bidder.
9. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)

10. **Arbitration**

In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).

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.

11. **Laws governing the contract**

12. 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.

13. **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.

14. **Default / Breach of Contract, Insolvency and Risk Purchase**

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality 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 supply / provide goods / services or

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materials 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 Seller/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 Seller/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 purchaser may be put to incur or sustain by reason of the Seller/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 Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.


15. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

Your offer, complete in all respects, duly signed by your authorized representative and sealed as above, along with a sample pack, must reach the undersigned **latest by 14:00 Hrs. on Friday the 11<sup>th</sup> October, 2013 at our office BHEL House, Siri Fort, New Delhi. Technical Bid (Part-1) will be opened at 15:00 p.m. on the same day (11.10.2013). Based upon the acceptance of the Quality of the Material & its packing, the price bids of Techno-commercial acceptable bidders shall be opened simultaneously on 11.10.2013.**

BHEL reserves the right to accept/reject any/all offer, without assigning any reason.

Thanking you,

Yours truly,  
for Bharat Heavy Electricals Ltd.

  
(Sunil Pratap Singh)  
Manager (HR-GAX)

**BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE ADMINISTRATION**

TENDER No. AA:GAX:13-DG-102  
Dated: 07<sup>th</sup> October, 2013

**Sub: Specifications for Purchase of Assorted Mewa Bite Packs**

**Quantity Required: Approx. 3900 packs of 1.0 kg. each (variable by  $\pm$  20%)**

**Specifications:**

A ready-packed assorted Mewa Bite card-board packet, with supplier's brand, duly printed on the box.

The packet should contain details of contents, net weight, Date & month of Packing / Expiry, Trade Mark, etc. and the material should be fresh.

Each box should be sealed and the outer box should be properly shrink-wrapped. The box should again be put in a fabric carry-bag, with supplier's name/brand printed on it, to make it presentable.

The four-lined packets shall contain 250 gms. (net weight), each of four types of Mewa Bite as under:

1. Badam
2. Pista / Cashew nuts
3. Orange
4. Chocolate

**Weight of the Card board Packet = \_\_\_\_\_ (To be filled by the Vendor)**

**Net weight of contents = \_\_\_\_\_ (To be filled by the Vendor)**

**Total Gross Weight of the Packet = \_\_\_\_\_ (To be filled by the Vendor)**

Order shall be placed before Deepawali, and all supplies, including last minute additional quantity, must be completed before Deepawali on 3<sup>rd</sup> November 2013.

**Delivery:** BHEL House, Siri Fort Office, Corporate Administration Dept.(2<sup>nd</sup> Floor)

**Payment:** Within 15 days of receipt of bills subject to satisfactory completion of supplies.

**A SAMPLE PACK CONTAINING ALL THE FOUR ITEMS, AS ABOVE, DULY PACKED IN THE CARDBOARD BOX, WITH A CARRY BAG, READY FOR PRESENTATION, MUST ALSO BE ENCLOSED WITH THE ENVELOPE-1, WITHOUT WHICH PRICE BID (ENVELOPE-2) SHALL NOT BE OPENED.**

THE PARTIES CAN SUBMIT MORE THAN ONE SAMPLE WITH THE SAME QUANTITY AND QUALITY OF DRY FRUITS AS PER SPECIFICATIONS GIVEN ABOVE.

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**BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE ADMINISTRATION**

ENDER No. AA:GAX:13-DG-102  
Dated: 07<sup>th</sup> October, 2013

**PRICE OFFER  
(For supply of Assorted Mewa Bite Box for Deepawali )**

Sl. No.	Description	Qty.	Rate per Box#	Amount
1	Assorted Mewa Bites – Each packet of four-lined cardboard box to contain 250 gm. each of Orange, Pista / cashew nuts, Chocolate & Badam flavours. The box should contain manufacturer's brand/trade mark, with details like date of packing, expiry, batch no., etc. Each box to be individually shrink-wrapped. Net Weight: One kg. (without box)	Approx. Qty. 3900 Nos. (+ 20%) of Gift-pack box with carry bag.		
2			<b>Total</b>	
3			<b>Less: Discount If any</b>	
4			<b>Total Net Value</b>	
<b>Amount in words:</b>				

# Net price per pack, including all taxes, freight & Handling charges, delivery at BHEL House, Siri Fort, New Delhi.

In case there is delay in supply of quantities along with LOA, BHEL reserves right to levy LD @ 2% per day up to a maximum of 10% value of the order value.

In case of deviation & non-conformance in supplies with quality of material & its packing submitted with Part-I offer, the order is liable to rejection and no payment shall be made.

Quoted Rates will remain firm and valid till the complete supply is over including supplementary orders.

(Signature & Seal of the Party)

*3/10/13*

Tender No.: AA:GAX:13-DG-102  
Date: 7th October, 2013

**DECLARATION**

I / We hereby declare that I / We have not been banned and de-listed by any PSU /Government Department / Financial Institution / Court.

**SIGNATURE OF BIDDER WITH SEAL**

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