

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/117
REF. DATE	06/08/2013
DUE DATE	30/08/2013

To,

Dear Madam/Sir,

Subject: Tea, coffee Vending Machine required at BHEL, Noida (Rate Contract for 1 year-extendable)

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the undersigned before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Six no. tea/coffee vending machine, with all consumables for these machines and one operator is to be provided. Maintenance, repair and replacement of machine for any reason will be the responsibility of the contractor. Refer specification and price format enclosed.

PAYMENT TERMS

Month wise requirement shall be placed by BHEL for which party will raise the bill including operation charges and 100% payment shall be released within 15 days, subjected that the bills are in proper order Any statutory deductions, including TDS shall be made. EMD of Rs. 20000.00 in the form of DD payable at Noida is required to be submitted. Security deposit of 10% of contract value is required from the successful bidder and same shall be refunded after successful execution of contract

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

Submission of sealed offers (2- parts; PQR & Price bid) on or before 30/08/2013. Signed and stamped tender document may be submitted as a token of acceptance of tender terms. Evaluation will be done on total amount as per price format. Other details like PQR, Terms and Conditions, Technical details are as per enclosed tender documents.

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Vivek Singh Kuntia
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Noida

Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort

Terms and Conditions

1. Scope of Work

1.1 Six nos. Tea/Coffee vending machines with four or more options are to be installed at PEM (PPEI Building - 3 nos., Civil Block - 1 no., Electrical Block-1 no., MPL Block – 1 no., Average requirement will be 600-700 cups per day approximately.

1.2 All the Consumables for these machines as per requirement are also to be provided by the contractor.

1.3 One operator is to be provided by the Contactor, who will be available for duty on all working days as per timings of BHEL. The services on holidays, as and when required also to be provided, which will be intimated in advance to the operator.

1.4 During the absence of operator for any reason, the contractor shall provide substitute operator so that uninterrupted services are ensured.

1.5 Maintenance, repair and replacement of machine for any reason will be the responsibility of the contractor.

1.6 The Operator should be courteous, well behaved and possess positive attitude. He should be neat and properly dressed. Rude and discourteous behavior of the operator will lead to cancellation of his entry pass.

1.7 The operator should strictly follow the time schedule.

1.8 The machines shall always be kept in neat, clean and hygienic condition.

1.9 BHEL will provide electricity for the machine, free of cost.

1.10 All the payment related issues of operator (minimum wages fixed by govt., PF, ESI etc.) has to be taken care by the vendor itself and the vendor have to follow the rules pertaining to labour law of govt. of India.

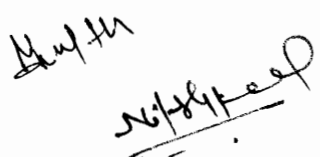
2. Contract Period

2.1 Contract will be awarded initially for a period of one year, further extendable for a period of one more year on mutual consent on existing rates, terms and conditions. The rates quoted by the parties shall remain firm during the tenure of the contract. Taxes, if any, as applicable, from time to time shall be extra.

3. Bid Validity

3.1 The bid shall remain valid for a period of three months from the date of opening of offers. 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".

Signature and seal of the bidder



4. Penalty for Services

4.1 If the party fails to perform and provide satisfactory services during the contract period, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty @ Rs. 500/- per day.

5. Delivery Period

5.1 Vending machines to be delivered within 15 days of placing the PO. Penalty of Rs. 500/- day shall be charged, if the Vending machines are not made operational within the stipulated time period.

6. Eligibility of bidders (PQR)

6.1 The bidder should have at least two years experience in service of similar nature with reputed corporate group/PSUs/Govt. offices. Reference / Copy of experience certificate is desirable.

6.2 The company should be registered with Department of sales tax/service tax. Copy of sales tax/service tax registration certificate indicating sales tax/service tax no. is to be submitted.

6.3 Copy of Income Tax Return for FY 2010-11, 2011-12 is to be submitted.

6.4 Copy of PAN card is to be submitted.

7. Evaluation Criteria

7.1 BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or full without assigning any reason whatsoever.

7.2 Evaluation of the bids shall be done on the basis of total value as mentioned in the price format.

8. Payment Terms

8.1 Month wise requirement shall be placed by BHEL for which party will raise the bill including operation charges and 100% payment shall be released within 15 days, subjected that the bills are in proper order. Any statutory deductions, including TDS shall be made.

9. Security Deposit

9.1 Successful bidder would have to submit a security deposit of 10% of the contract value.

Signature and seal of the bidder

M. K. Sharma

M. K. Sharma

10. Termination of the Contract

10.1 The Purchaser may, without prejudice to any other remedy for breach of the contract, by written notice to supplier, terminate the contract in whole or in part,

- a) If the party fails to execute the contract by the date specified in the order or within any extension thereof granted by the purchaser.
- b) If the party fails to perform any other obligation(s) under the contract.
- c) If the party, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in executing the contract.

11. Resolution of Disputes

11.1 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.

11.2 Any dispute is subject to the jurisdiction of Delhi/Noida only.

12. Other Terms and Conditions

12.1 The contractor will not sub-contract the job at any other vendor without written permission of BHEL

12.2 All risks of loss or damage to physical property and of personal injury and death, which arises during/in consequence of the performance of the contract, other than expected risks, are the responsibility of the contractor.

12.3 The employees of the contractor in no case will be treated as the employee of purchaser at any point of time.

12.4 The contractor/Supplier shall abide at all times by all labour laws, regulations, rules, acts etc.

12.5 BHEL has 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 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 at the rates mentioned by the party.

Handwritten signature and stamp

Signature and seal of the bidder

1.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

2.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.

3.0 **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.

4.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.

5.0 ---

6.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA - 201 301.

7.0 **Payment terms:**

As per clause no 8.1 of Terms & Conditions.

8.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.

9.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

10.0 ---

11.0 ---

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

V. Sub

documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

12.0 LIQUIDATED DAMAGES :

As per clause no 4.1 of Terms & Conditions.

13.0 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.

14.0 TERMINATION OF THE ORDER/CONTRACT

14.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

14.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

15.0 ---

16.0 SUB-CONTRACTING : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

17.0 SETTLEMENT OF DISPUTES

17.1 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.

17.2 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.

17.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

Handwritten signature

18.0 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, 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 the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

19.0 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.

20.0 JURISDICTION OF COURT : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.

21.0 SUBMISSION OF INVOICE : All invoices shall be submitted along with specified documents in triplicate to CMM Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.

22.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to CMM DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

23.0 RECOVERY OF OUTSTANDING AMOUNT : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as seemed fit by the Purchaser at its sole discretion.

24.0 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 dispatch within the stipulated delivery period or if the same were not available, the best and 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 of liquidated damages at the rate mentioned above.

PRICE FORMAT

Rate Contract for Tea/Coffee Vending Machines							
Sl.No.	Description	Annual Qty required.	Unit	Rate Per Unit(Rs.)	Total Amount(Rs.)	VAT/CST/Service Tax, if any	Total Including Taxes(Rs.)
A	B	C	D	E	F=C*E	G	H=F+G
1	Coffee Pre-mix Powder	428	Kg.				
2	Cardamom Tea Pre-mix Powder	320	Kg.				
3	Milk Powder Without Sugar	408	Kg.				
4	Lemon Tea	265	Kg.				
5	Tea Bags(Taj Brand-Packet consisting of 200 Tea Bags)	230	pkt				
6	Disposal Cups(Packet Consisting of 600 cups)	1050	pkt.				
7	Per Month Operation Charges for 12 months (one operator)	12	oprtr				
TOTAL AMOUNT(EVALUATION TO BE DONE ON THIS AMOUNT) :							

Notes:

- Bidder to mention and quote for only Hindustan Uniliver/Coca-Cola/Nestle, brand/made/product for SI No. 1-4 items.
- Vendor has to quote only for single brand for items indicated againsts SI No. 1-5
- Payment Terms-** Monthwise requirement shall be placed by BHEL for which party will raise the bill including operation charges and payment shall be processed within 15 days from the date of bill submission subjected that the bills are in proper order.

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