

COMMERCIAL TERMS AND CONDITIONS**1. BID SUBMISSION**

Bids shall be submitted latest by **15/09/2015; 02:00 P.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed as per NIT.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh N C Sharma / Sr. Engineer (CMM) & Sh Vinod Kumar/ DGM (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9911170053, 9873711252 Phone no. 0120-4213591, 4368648

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at **03:00 P.M.** on the due date **15/09/2015** in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. 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".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. 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 in full without assigning any reason whatsoever.
8. Late tenders will be rejected.

9. **SUBMISSION OF INVOICE & PAYMENT:**

Bill/ Invoice should be accompanied by proofs towards payment of PF, ESI, and Wages to its workers in the preceding month. The caterer should also submit the proofs of deposit of the said amount in the account of workers with the respective authorities.

Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting taxes (like Work contract tax, TDS etc.). Also no interest shall be paid due to delay in making the payment).

Details of your bank account (NEFT details along with cancelled cheque) for the same shall be submitted by you.

Note: Service tax shall be reimbursed against submission of service tax invoice & copy of Challan as per applicable rules and regulations.

10. **PENALTY CLAUSE:**

The deductions as penalty shall be made for following exceptions. Such exceptions will be conveyed to the caterer by BHEL in writing:

- i) Penalty of Rs 1000/- (Rupees One thousand only) per instance will be imposed if utensils/crockery are not properly cleaned & proper hygiene is not maintained.
- ii) Penalty of Rs 500/-(Rupees Five hundred only) per instance per worker will be imposed if the worker does not maintains basic personal hygienic conditions (clothes) in spite of written/verbal instructions by HR representative.
- iii) If the caterer fails to deliver the services during the contract or the services are unsatisfactory, BHEL shall without prejudice to other remedies under the contract deduct Rs 10000/- (Rupees ten thousand only) per instance.
- iv) BHEL reserves the right to deduct full Bill of the day if the quality of food is unsatisfactory. (based on the lab test report as per cl. 1.8).

The deduction on account of penalties shall be made when BHEL canteen committee certifies the unsatisfactory services/conditions/Quality of the food. All the deductions shall be made from running bills or BG/Security deposit.

11. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the caterer, either the whole or part of the goods which the caterer has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The caterer 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 (Penalty Clause) at the rate mentioned above.

12. **PRICE DISCREPENCY:**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless in the opinion of the purchaser 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 will be corrected accordingly.
- 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; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Taxes and duties if not specified clearly as extra shall be considered as included in the basis price and, therefore, shall not be reimbursed separately.

13. **PWERFORMANCE SECURITY DEPOSIT**

Security Deposit shall be collected from the successful bidder herein after called 'caterer'. The rate of Security Deposit will be as below.

Rs 4 lakh + 5% of the amount exceeding Rs 50 lakhs.

50% Security Deposit shall be submitted by the caterer before the start of the work. The EMD amount of successful bidder can be adjusted against security deposit if required by the bidder and the balance 50% security deposit can be recovered from the running bills on pro rata basis (@ 10% of running bill value). No interest will be payable on Security Deposit.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the caterer shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the caterer carrying out all obligations / operations as required under the contract.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the caterer for losses suffered by BHEL due to failures on the part of the caterer due to termination of contract or caterer becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses, costs, shall be final and binding on the Caterer and the decision shall not be questionable.

14. **Validity of the Performance Security Deposit** will be till expiry of the contract.

15. 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 in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

16. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

17. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the Caterer 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 conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

18. DEVIATION: The Caterer must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-VI by mentioning the related/affected clause number etc.

19. EVALUATION CRITERIA:

Evaluation will be done on the Grand total amount quoted as mentioned in price format. In the event of more than one bidder having quoted identical lowest rates, work shall be awarded to the bidder having higher turnover.

20. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Caterer as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.

GENERAL TERMS AND CONDITIONS

21. 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 to 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 Noida.

22. 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. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

23. JURISDICTION OF COURT

Courts at Noida/Gautam Budh Nagar 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.

24. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Caterer are less than the tariff prevailing at the time of tendering, Caterer will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the same would be taken for price comparison; however reimbursement will be restricted to actual rate.
- ii) Statutory variations in VAT/Service Tax on services rendered by caterer himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Caterer alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.
- iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on deviation sheet (annex-IV & V).

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PRICE BID FORMAT

PRICE FORMAT for BHEL STAFF CANTEEN

S. No.	Description (Tentative requirement for all the Five building-located at PPEI Bldg, MPL Block & BICC LAB, PS-NR & HRDI, Mind Mill Building at Sec-16A, Noida and Kribhco Bhawan Sec-1,Noida)	Quantity (Nos.) per day (A)	Unit Rate Per day(Excluding taxes) (B)	Amount Excluding taxes (C) C=(AXB)	VAT (VAT @ --% on--% of amount i.e. C) (D)	Service Tax (S.tax @ --% on --% of amount i.e. C) (E)	Total Amount (F) (including taxes) F=(C+D+E)
1	Lunch (regular) per head (Total lunch 1280 Nos. approximately daily)	1280					
2	Tea (regular) per Cup (125 ml.) (Approximately 2700 Nos. cups daily)	2700					
3	Coffee/ Tea for meeting per cup (125 ml.) (Approximately 285 Nos. cups daily)	285					
Grand Total Amount (inc. all applicable taxes) per day:							

Note:

1. In Column no. D & E, % of VAT & % of Service Tax on % of amount on which VAT/S.Tax is applicable are to be clearly mentioned by the bidder.
2. Taxes will be as per the prevailing rates and may vary time to time.
3. Evaluation Criteria: L1 shall be decided based on Total Amount (including taxes) for one day.

Acceptance Letter / No Deviation Certificate

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

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Cost of withdrawal of these deviations is given with price bid as per annex-V in prescribed format.

(Signature & seal of the Bidder)

ANNEXURE-V: DEVIATION SHEET (COST OF WITHDRAWL)

PROJECT:

PACKAGE:

TENDER ENQUIRY REFERENCE:

NAME OF Bidder:-

SL NO	VOUL ME/ SECTI ON	PAG E NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- Deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last three financial years		
9.0	Any other information		

DECLARATION

I/ We hereby declare that I / we have not been banned or 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 & seal of the Bidder)

**TECHNICAL DETAILS
For Technical bid**

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	

Income Tax Return (F.Y.)	2014-15	2013-14	2012-2013
EMD Details	DD/ PO No.	Date	Amount (in Rs.)