

INSTRUCTIONS TO BIDDERS

1.0 Bidders are advised to study all the tender documents carefully. Any submission of bid by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and the terms & conditions along with instructions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in rejection of the bid.

2.0 Offer should be submitted in three parts in three Separate sealed envelopes duly marked as

Part I: Earnest money Deposit. This envelope will contain only EMD in the form as specified in the tender document and shall not contain any other information.

Part II: Techno Commercial offer: This envelope will contain documentary evidences in support of qualifying criteria along with checklist which has been attached with the forwarding letter of the enquiry and technical offer including signed copy of General terms and conditions, Specifications (with unpriced price format) , Instructions to Bidders and deviations if any.

Part III: Price Schedule: This envelope will contain only the price related documents such as price formats duly filled and discounts, if offered, as instructed and shall not contain any other information.

Bidder's name/ seal, tender no. "MG/PUR/KHCS", due date, tender description should be mentioned clearly on cover of each envelope.

3.0 Offer should be free from overwriting. Corrections and additions, if any should be attested.

4.0 Envelope not marked with tender enquiry no, date and sealed is liable to be ignored and may not be opened.

5.0 All the three envelopes of offer contained in a master envelope sealed and clearly mentioning enquiry no., date and enquiry description should reach this office on or before "2 PM" on [scheduled tender submission](#) date. The envelope containing EMD (Part I of Bid) shall be opened first in presence of such bidders or their authorized representatives as may be present at 3.00 PM [on the following day](#). The Techno - commercial offer (Part II of Bid) of only those bidders whose Part I bid is found compliant to enquiry shall be opened later on same day. Price bid (Part III) of only those parties will be opened later who qualify in Techno-Commercial bid intimation for which shall be sent in due course of time.

6.0 In case it becomes necessary for the bidder to make any change in his original price bid (Part III) on account of technical/ commercial confirmation / clarifications against the changes raised by the owner, to bring the offer in line with the requirement of the tender document, the impact of such changes on price shall be submitted in a sealed envelope which shall be opened along with Part III (Original).

Revised price bid shall be submitted by the bidder only if requested by the owner in a sealed envelope duly super scribed as
“Revised price Bid (Part III)

for Tender no.-----dated

In case of revised price bid being asked, the original price bid already submitted shall not be considered for price evaluation and contract award purpose.

7.0 No correspondence in this connection with rates/prices from the bidders shall be entertained after opening of Price Bid (Prt III).

8.0 Not more than one representative per bidder will be permitted to the present for the tender opening.

9.0 Quotation / offer shall be addressed to the official inviting Tender by name and designation and sent at the following address.

Human Resource Development Institute

Bharat Heavy Electrials Limited

Plot No. 25, Sec – 16 A

NOIDA – 201301 (UP)

10.0 Offer can either be delivered in person or sent at above mentioned address by Courier / Registered Post to the Official inviting tender. It shall be the responsibility of the bidder to ensure that the tender is delivered in time as offers received after Due Date and time of submission are liable to be rejected.

11.0 Unsolicited tender/ bids shall not be entertained.

12.0 Order / Contract when finalized will be issued in the name of the bidder only and change of name during tender evaluation and after submission of tender is liable to make his offer ineligible for participation.

13.0 Any revision or change in quoted price and / or conditions of offer made after tender opening will not be accepted.

14.0 Under no circumstances, bidder shall alter his quoted price / rate during the validity period after tenders have been opened. Any bidder who does so, resulting into re-calling of tender by the owner or additional expenditure to the owner, shall run the risk of being black listed by the owner, who reserves the right to recover the damages resulting therefrom.

15.0 The rates/ prices should be quoted strictly as per the price formats given in the tender documents both in figures and words. Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- (a) If there is discrepancy between the Unit Rate (Individual item rate) and the total price, the Unit rate (individual item rate) shall prevail and the total price shall be corrected.

- (b) In case of mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of order and no objection from bidder shall be entertained by BHEL in case of such discrepancies.
- (c) 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.

However, in case of any dispute regarding interpretation of the above, Owner's decision in this regard shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.

16.0 The scope of work detailed out in the tender documents describe major activities only. Additional activities required with respect to or in relation to the fulfillment of work against this tender will be deemed as part of the tender and shall be considered as to have been included in the bid price. No extra claim in this regard will be admissible.

17.0 BHEL is not responsible for tenders / offers lost or delayed in transit / by post etc. The offer should also accompany all documents called for in the tender document and in line with tender requirement.

18.0 *The successful bidder will have to mobilize for the job within time frame (which may vary from seven days to thirty days) specified in the letter of intent / work order and the contractor shall extend full cooperation to the existing contractor during handing over/taking over of the premises, facilities and the likes falling under the contract.*

The contractor shall maintain a register of attendance of their employees (having photograph with sample signature) under both the services and this will be presented to the owner as and when demanded. BHEL reserves the right to physically verify the employees at any time without any advance notice.

The contractor shall maintain a first aid box replete with necessary medical aids and medicines for their staff.

19.0 Offers not received in line with the tender enquiry are liable to be rejected.

20.0 Only authorized representative of the tenderer shall attend the tender opening. They should further be available on the same day for any further clarification in the matter. The bidder should send a separate letter indicating the name and designation of his authorized representative. and also confirm that he has the authority to negotiate ,settle and accept the order. The bidder in this regard shall submit copy of Power of Attorney.

21.0 The terms and mode of payment shall be as per stipulations made in the specifications of the bid document. In case of payment through cheque, Cheque shall normally be sent by registered post. However BHEL will in no way be responsible, if loss occurs due to delay by postal authorities. For electronic fund transfer, Contractor is advised to provide the following information along with the bills: Beneficiary Bank Name, Beneficiary Bank Address, IFSC code of the bank, Beneficiary Account No., E-mail id if any and photocopy/ cancelled copy of one leaf from cheque book for the codes mentioned above.

22.0 BHEL reserves right to **amend** the tender document or revise the same or **cancel** them at any time prior to tender opening.

23.0 If the tenders are unduly deferred or cancelled, the EMD submitted by the bidders shall be returned to them. However, the bidders will have no claim whatsoever on account of such deferment or cancellation.

24.0 **Unpriced copy of Price Format as referred in tender document (Price Schedule) should be submitted in Techno Commercial Bid (Part II) envelope and Priced copy of the same shall be submitted in Price Bid (Part III) envelope.**

25.0 Tender document, in addition to the forwarding letter called notice inviting tender consists of the following:

i.	Qualifying Requirements	1 Sheet
ii.	Instructions to Bidders	10 sheets
iii.	General Terms & Conditions.	6 sheets
iv.	Specification HRDI:041-A	19 Sheets
v.	Spec.HRDI:041B	14 sheets
vi.	Check list	02 sheets
vi.	Price formats	7 Sheets

26.0 If any discrepancy, repetition, ambiguity or inconsistency is found by the bidder between the tender documents of this enquiry, the clarification must be sought by the bidder from the official inviting tender in writing before submission of bids. Such clarifications shall be communicated to all bidders by owner, HRDI. However, BHEL has a right to change any Term and Condition stipulated in this tender, which shall be applicable to all bidders.

27.0 Resources including, manpower, consumables, **fuel, gas** etc required for satisfactory execution of job under the tender documents (House keeping as well as Catering services) are to be arranged by the contractor within the quoted / accepted rates. **Details of Manpower for fulfillment of tender requirement considering the premises and available facilities towards services as called for in the two specifications of the tender document and to the satisfaction of BHEL shall be provided by the successful bidder separately for the two types of services within the mobilization time as specified else where in the tender document or as agreed in this regard prior to release of LOI/LOA.**

28.0 Statutory deductions such as Income tax etc.at the prevailing rate of gross value of services (including applicable surcharge) as applicable shall be made from the bills unless exempted under law.

29.0 Service Tax as applicable, shall be payable extra only if the same is payable by the contractor to the Govt. authorities meeting all statutory requirements under respective Tax Acts. The offer should clearly indicate the percentage as applicable. Variation in the rate in conformity with Govt. notifications time to time as applicable during currency of the contract shall be admissible for payment subject to documentary evidence.

30.0 **The bidder shall furnish rates/amounts for all the items as per price formats (ANN-I, II, III, IV,V) of the Price Schedule** duly filled, signed and stamped on every page without any ambiguity.

Bidders are requested to submit bids correct and complete in all respects for the full scope defined and considering all terms and conditions, instructions, clarifications and confirmations, if any.

For Catering Services, . lump-sum rate per person per day for the catering requirement at sl.no.1 to sl.no.5b of Ann-I of the Price Schedule are to be quoted considering for the base quantity indicated in the tender documents.

Bidder , however, for the sake of practicality of the contract shall furnish separately suitably reasonable break up of this lump-sum price per person per day against each sub item (i.e. sl. No. 1,2,3(i),3(ii),4, & 5) of Ann-IA of the price format. Bidder has to ensure that prices of these items have to be consistent and reasonable within and with relation to the lump-sum rate quoted for Ann-I of Price Schedule.

Rates of Optional items(each item of Ann-II of MENU/SCOPE) under Catering services are to be quoted in Ann-II of Price Schedule in terms of percentage of prevailing MRP.

For housekeeping services, the bidder has to quote a lump sum rate on monthly basis at Ann-III of the price schedule considering the scope and activities of the tender document .

Optional items (Scope as per Ann-III of SCOPE/MENU) of House keeping services are to be quoted on Ann-IV of the price Schedule.

Optional items and their rates/prices as per relevant annexures of the price schedule are necessarily to be quoted.

31.0 Bidder is to carefully note that order for catering services shall be placed on the unit rate basis (i.e. lumpsum rate per person per day for the catering services for requirement at sl.no.1 to sl.no.5b of Ann-I of the Price Schedule) and the tender shall be evaluated for 9200 quantity per year as per price schedule. However payment shall be made on the basis of rate as per actual quantity consumed which may be part or parts of the total catering requirement.

32.0 The bidder is to offer most competitive and reasonable rate/price for each service of the tender considering the prevalent and anticipated market conditions for two years so that he can render satisfactory services during the currency of the contract.

Only the prices as per Ann-I (Catering services) & Ann-III (Housekeeping services) of Price Schedule shall be considered for bid evaluation. Optional items and their rates/prices (Ann-II & Ann- IV of Price Schedule) shall not be considered for price evaluation. Services of these items, however, may be availed of by the owner at his/his authorized representative discretion provided that these are made part of the contract.

Bidder must submit prices for the respective scope of the services in the price schedule format duly filled, signed and stamped on every page without any ambiguity.

The total value of the offer for each service shall be written both in words and figures.

33.0 Price format shall not be changed by the bidder. In case of any change, if made, in the specified price format, the offer is liable to be rejected. All annexures of the price schedule must be filled in and submitted as called for in tender failing which the quotation as a whole is likely to be rejected.

34.0 If any bidder intends to offer any discount over and above the quoted rates as percentage or any lump sum figure against the respective two services of the enquiry, he should submit a separate letter with reference to the type of service mentioning details of discount offered which can be clearly co-related with respect to each item of the price schedule for the respective service. In case of ambiguity, owner decision shall be final and binding. This letter shall be kept along with the Price bid offer and inside Part III envelope. No discount after price bid opening will be admissible.

35.0 Bidder to note that Owner shall prefer to award a composite contract for catering as well as for housekeeping to the overall lowest overall bidder for the two services taken together . However, BHEL reserves the right to split the contract for the two services to two separate parties.

36.0 Total price for the two services taken together shall be considered for price evaluation in a manner as described below.

(i) Total value of House keeping : Monthly Rate qtd x 24

(ii) Total value of Catering : Rate qtd per head per day x2x 9200

(iii) Total value of the contract : (i) + (ii)

The composite value (iii) as above so worked out shall be considered for price comparison amongst all bidders to arrive at overall lowest bidder for the services under the tender. In case it is found that the overall lowest bidder so emerged does not have lowest value in any / each of the two services, the sequence of activities in order of preference for selecting the party will be as follows.

(a) The lowest overall bidder as emerged as stated above will be given the first right and he will be asked to match the lowest bid for the respective service(s).

(b) In case the overall lowest bidder declines , BHEL may consider to splitting of the contract and the concerned lowest bidder for the respective services will be chosen for award of the contract for respective service.

Opening of price bid does not entitle the lowest bidder to have automatic claim for award of the contract in his favour. Owner reserves the right to place the order. Owner also reserves the right to place the order for optional items.

37.0 Any default under the provisions of the contract for either catering or housekeeping services shall lead to automatic termination of the contract . The decision of the owner in this matter shall be final and binding.

The contractor shall not appoint any sub contractor to carry out any obligation under the contract and he alone shall be solely and singularly responsible for all obligations under the contract

38.0 No deviation from the scope of work services / facilities, terms and conditions, instructions from the bid documents are allowed. If however it becomes unavoidable, deviation from the scope of work and terms and conditions etc. of the bid documents should be clearly spelt out on a separate sheet giving clause wise reference and attach the same along with techno- commercial offer (Part II bid). BHEL reserves the right to load for such deviations while calculating the total price.

39.0 Loading criteria and factor shall be communicated later but before price bid opening. If any bidder unconditionally withdraws deviations before price bid opening the same shall not be loaded.

40.0 Timely, prompt and courteous service with adequate quantity and accepted quality along with cleanliness shall be essence of the contract.

41.0 The bids shall be valid for acceptance for a period of three months from the date of opening of the Technical Bid.

42.0 The acceptance of the bid will, however, rest with owner and does not bind him to accept the lowest bid and reserves to itself full rights for the followings without assigning any reason whatsoever

- to reject any or all the tenders
- to split up the services among two bidders.

43.0 The contractor's staff for the two types of services shall have uniform of different colours so that they can be easily identified. It is essential contractor will maintain separate staff for the two services and under no circumstances staff of one service shall be deployed for the other service.

44.0 If the bidder gives wrong information in his offer or fails to substantiate his information, owner reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the earnest money deposit and/or security deposit and recover any other money due from the bidder/contractor.

45.0 The contractor will be responsible for accommodation of its workforce who will be engaged by him for performance of contractual obligation and rendering services under the contract. He, however, shall maintain adequate manpower round the clock at all times at HRDI such that requirements of catering as well as Housekeeping as per provisions of the contract are met to the satisfaction of the owner. Only the contractor workmen on duty shall be at HRDI and no other staff shall be in the premises beyond their duty hour.

46.0 The bidder shall be required to pay Earnest Money deposit for an amount of **Rs.1.50 Lacs (Rupees one lac fifty thousand only)** by demand draft / **Pay Order only** in favour of BHEL, payable at Noida / Delhi / New Delhi, along with the bid. Bid(s) received without the Earnest Money Deposit will not be entertained. EMD of the bidder will be forfeited if after opening of the tender, the bidder revokes his bid within validity period or increases his earlier quoted rates. The Earnest Money Deposit of the unsuccessful bidder(s) will be refunded without any interest after the award of the contract. EMD of successful bidder shall be adjusted against security deposit which is liable to be forfeited if the successful bidder fails to take up the job or fails to deposit the security deposit within the permitted time. EMD/SD does not carry any interest. **Offer with EMD in form other than as specified above is liable to be rejected and bidders are requested to adhere to the instructions.**

47.0 The Contractor shall furnish security deposit for an amount as specified below **before start of work by the contractor..**

ORDER VALUE

SD Amount(RS)

Upto Rs. 50 lacs : Rs. 1.0 Lacs + 7.5% of the amount
exceeding Rs.10 Lacs
Above Rs. 50 Lacs : Rs. 4.00 lacs + 5%of the amount
exceeding Rs.50 Lacs.

The EMD of the successful bidder will be adjusted against security deposit. The remaining value, if any, shall be paid in any of the following forms

- (a) in the form of Demand Draft /Pay Order in favour of BHEL.
- (b) Local cheques of scheduled banks, subject to realization.
- (c) Securities available from Post office such as National Saving Certificate, Kisan Vikas Patra etc (Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- (d) Bank Guarantee (on BHEL approved BG format) from Scheduled Banks/Public financial Institutions as defined in the Companies Act.
- (e) Fixed Deposit receipt issued by Scheduled Bank/ Public financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- (f) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50%of the security deposit may be collected before start of the work and balance 50% may be recovered from the running bills.

The security deposit will be returned back after successful completion of the contract duly certified by the owner or his authorised official .The security deposit shall not carry any interest.

Acceptance of security deposit against sl.no.(c) to (f) above will be subject to hypothecation or endorsement on documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

The security deposit shall be held by the Owner as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilise the security deposit in preference to any other remedy which the Owner may have, nor shall it be construed as confining the claims of the Owner against the contractor to the quantum of the security deposit.

The security deposit, as due, will be refunded back without interest to the contractor on successful completion of the contract and subject to adjustment of any amount due from the contractor on any account whatsoever.

The security deposit has necessarily to be made by the successful bidder towards award of work against this tender irrespective of whether his security deposits against earlier contract (s) remain with BHEL.

The security deposit of the contractor shall be forfeited by the owner if during currency of the contract, it is observed that the contractor is is not providing services as per the contract and to the satisfaction of the owner and the contract is being terminated as per cl.no.6.0.0 of GTC of the tender document.