

ENQUIRY REF. NO. : PS:HRDD:2011:CIT-01 DTD 5.1.2011

TERMS AND CONDITIONS

1. BID SUBMISSION:

Bids shall be submitted with every page signed by the vendor, latest by 2 p.m. on **7th Feb 2011**, IN TWO PARTS in our original relevant annexure as follows:

PART-I: TECHNO-COMMERCIAL BID (IN DUPLICATE)

It will contain Technical offer, Commercial terms and conditions [BUT NOT ANY PRICE(S) OR RATES]. It shall be submitted in duplicate in a Sealed Cover, invariably super-scribing on the envelope the correct Enquiry No., due date of opening and 'PART-I : TECHNO-COMMERCIAL BID', WITHOUT WHICH THE BID(S) shall not be OPENED/ CONSIDERED. The techno-commercial bid should be certified by the vendor that no deviation has been taken. The technically qualifying criteria including scope of work and special terms and conditions are given in Annexure-I & II .

PART-II: PRICE BID (IN DUPLICATE)

Price bids shall be submitted in a separate sealed envelope super-scribing on the envelope the correct Enquiry No., and "PART II": PRICE BID', WITHOUT WHICH THE BID(S) shall not be OPENED/ CONSIDERED. Prices should be quoted in our Annexure-III.

Bidders are required to submit both the Part-I & Part-II duly sealed in another cover super-scribing on the cover correct Enquiry No., Due date of opening.

Both the bids are to be submitted to Manager/PS:HRDD, BHEL, 2nd floor, KRIBHCO Bhawan, Sector-1, Noida by 2 PM on **7th February, 2011**.

2. BID OPENING

The techno-commercial bids of Parties will be opened at 3.00 PM on 7th February, 2011 at same address in the presence of Bidders who may like to be present. The price bids of only technically qualified parties shall be opened at a later date. The Date of opening of the PRICE BIDS shall be intimated separately to technically qualified bidders.

3. PAYMENT TERMS

- i. Payment towards room tariff will be made by the occupants on fortnightly. In case of single occupancy during training, the room tariff will be half of the tariff of double occupancy rate. However, occupant has to inform hotel staff in writing at least two days in advance regarding his movement.
- ii. Payment towards lunch, tea, snacks, biscuits, cold drinks and eatables provided during training on working days will be paid by BHEL directly to Hotel on production of bill on fortnightly basis.
- iii. PRICES shall remain FIRM without any variation till completion of contract.

4. LIQUIDATED DAMAGES

It must be clearly understood by the parties to the contract Order that time is the essence of the contract order. Therefore, the availing of the accommodation/services specified in the Contract Order should be made within the stipulated period. Where delivery is made after the stipulated period, BHEL shall be under no obligation to accept the accommodation/services. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of accommodation/services delayed limited to ten percent of the total contract Order value, without prejudice to any other relief or compensation due to BHEL under any other condition of the Contract Order.

5. RISK PURCHASE

BHEL will have the option to terminate the contract Order and contract from elsewhere at the risk and cost of the Vendor if accommodation/services are not provided 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 BHEL for any loss which BHEL may sustain by reason of such risk purchase, in addition to Liquidated Damages at the rate mentioned above.

6. PATENTS & TRADEMARKS

Vendor shall at all times indemnify BHEL against all claims which may be made in respect of the accommodation/services supplied by the vendor, for infringement of any right protected by title of the accommodation provided. In the event of any such claims being made against BHEL, BHEL will inform the Vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

7. SUB-CONTRACTING

Contract Order or any part thereof for accommodation/services shall not be sub-contracted, assigned or otherwise transferred without prior BHEL's consent in writing.

8. FORCE MAJEURE

Vendor shall not be responsible for delay in delivery of the accommodation/services resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the vendor to BHEL 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, Governmental regulations affecting the delivery/installation superimposed after the date of contract etc.

9. ARBITRATION

Any question, dispute or difference arising under or out of or in connection with the Contract Order shall be settled by Arbitration under the Indian Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed by the competent authority of BHEL.

10. JURISDICTION

The court of the place from where the Contract Order is issued shall alone have the jurisdiction to decide any dispute arising out of or in connection with the Contract Order.

11. SUBMISSION OF INVOICE

All Invoices shall be submitted along with specified documents in triplicate to Power Sector-HRDD, BHEL, 2nd floor, Kribhco Bhawan, Sector-1, Noida.

Technically Qualifying Criteria

A) TO BE PROVIDED BY HOTEL ON CHARGEABLE BASIS

- Approximately 100 rooms in the same premises fitted with AC and / or room heaters as per climatic conditions on twin-sharing basis for approximate period of 60 days starting preferably from mid March, 2011.

or

Approximately 50 rooms in the same premises fitted with AC and / or room heaters as per climatic conditions on twin-sharing basis for approximate period of 120 days starting preferably from mid March, 2011.

- **The quoted room tariff shall include the following facilities :-**
 - Minimum size of room should be 200 sq.ft.
 - Each Room must have attached toilet/bathroom, almirah, one table, two chairs, geyser, bucket, mug, dustbin, Floor mate.
 - Two separate beds, with mattress, bed sheet, pillow and blanket with covers. Bed sheets, covers, to be changed on alternate days. Two towels in each room should be provided on daily basis.
 - Toilets/bathrooms and rooms to be cleaned daily.
 - Effective Mosquito repellent to be provided in each room.
 - Color TV with cable connection and remote control in each room.
 - Twenty four hours running water.
 - 100% Electricity back up including for AC / Heaters
 - Room service between 6AM – 11 PM.
 - R.O. treated Cold Drinking water to be provided on each floor. One jug and two tumblers to be provided in each room.
 - One national English daily in each room in the morning.

NOTE :-

- Hotel to be located within 10 kms from KRIBHCO Bhawan, A8-10, Sector – 1, Noida - 201301.
- Two Conference rooms if 50 rooms are available or four conference rooms if 100 rooms are available with a capacity to accommodate 50 persons in each Conference room, this facility should be in the same premises where the rooms are.
- Each Conference Room should have audio-video facility with PC or Laptop with Mouse, Multi-media Projector, White Screen, White Board, Collar Mike, one Cordless mike and Speakers, comfortable chairs with writing facility.
- Good lighting in Conference rooms.
- Wi-fi facility in rooms.

- One complimentary AC room with PC having internet facility for faculty and programme coordinator.
- Bed tea + 2 Biscuits per person to residents.
- Break fast(Buffet) on daily basis for residents
 - Bread/Butter/Omlate/Boiled eggs/cutlets/cornflakes/milk & tea/coffee
 - Stuffed Parantha, curd, pickle, tea/coffee
 - South Indian Idlie/Dosa/Wada/Sambhar/Chatni/Tea/Coffee on rotation basis
- Drinking water with disposable glasses.
- **Items on chargeable basis**
 - Lunch(Buffet) on working days for 100-110 persons (if 50 rooms are available) or 200-220 persons (if 100 rooms are available) :
 - Two vegetables
 - One Dal
 - Rice
 - Chapati/Naan
 - Raita/Curd
 - Salad
 - Pickle
 - One Desert
 - Non-veg – Chicken/Mutton (twice a week)
 - Mouth freshener
 - Tissue Papers
 - Dinner (Buffet) (Optional) - Menu same as above
 - Coffee/Tea/Snacks during conference on working days - Around 11 AM & 3 PM
 - Frooti/Maaza/Lassi in tetra pack (200 ml) at 4PM on alternate days
 - Coffee/Tea/Biscuits for faculty as and when required
 - 2 kg Pineapple/Chocolate/Black Forest cake on requirement basis
 - Laundry/ironing facility

PREFERABLE FACILITIES (Not a qualifying criteria)

- **Recreation facilities in Common Room**
 - Two Chess Boards.
 - Two Carrom Boards with coins
 - One TT Table in good condition
 - One Badminton Court with net

Other Facilities

- Parking facility for approximately five cars and ten two wheelers.

SPECIAL TERMS AND CONDITIONS

1. Payment towards room tariff will be made by the occupants on fortnightly basis. In case of single occupancy during training, the room tariff will be half of the tariff of double occupancy rate. However, occupant has to inform hotel staff in writing at least two days in advance regarding his movement.
2. Bed Tea and Break fast to be provided to the occupants on complementary basis.
3. Payment towards lunch, tea, snacks, biscuits, cold drinks and eatables provided during training on working days will be paid by BHEL directly to Hotel on production of bill on fortnightly basis.
4. The rates of buffet lunch and buffet dinner shall be the same.
5. The lunch on holidays and dinner will be provided on chargeable basis and payment will be made by occupants directly on fortnightly basis.
6. Flat agreed rate of discount is to be provided by the hotel to occupants on room services. The bill for dinner and items other than point 2 & 3 mentioned above will be paid directly by occupants.
7. In case good facilities and services to the satisfaction of BHEL are not provided by Hotel, BHEL reserves the right to terminate the contract by giving two days notice. No payment will be made for the notice period.
8. The contract can be extended for a further period of 60 days as per requirement (50 rooms or 100 rooms as the case may be) on the same terms & conditions within one year from the date of award of this contract, depending upon the quality & hospitality of the services.
9. That it has been considered in item at Sl.No.1 of price format. In case any item in price format is not quoted, it will be presumed
10. TDS shall be deducted by BHEL as per the tax laws.

ANNEXURE-III**PRICE FORMAT****QUALIFYING ITEMS**

Sl. No.	Item	Numbers/ Quantity	Days	RATES	*Taxes, if any -%	TOTAL
A	B	C	D	E	F	G (Cx Dx Ex F)
1.	Room Tariff on twin-sharing basis	100	60			
	OR Room Tariff on twin-sharing basis	50	120			
2.	Buffet lunch**	200	50			
	OR Buffet lunch**	100	100			
3.	Tea/Coffee/snacks**	400	50			
	OR Tea/Coffee/snacks**	200	100			
4.	Frooti/Lassi/Mazza (200 ml)**	200	50			
	OR Frooti/Lassi/Mazza (200 ml)**	100	100			

* Service Tax number is to be provided.

** Menu as per Annexure-II.

NOTE : L1 shall be decided on the basis of total of items at Sl.No.1 to 4 as mentioned above. The quantity is tentative only. It may change depending upon the number of candidates.

Additional Items

SL.NO.		RATES
1.	Pineapple/Chocolates/Black Forest cake (2 kg)	
2.	Flat rate of discount on any other facilities provided by Hotel	
3.	Rates for additional set of one mattress/three pillows with cover/one bed sheet (white colour)	

A copy of other facilities along with discounted price scheduled to be attached.

I agree to all the terms and conditions as per annexure II & III.

(Signature)

With Seal