

**Tender for Catering Services During Annual
General Meeting at FICCI Auditorium
On 20th September, 2013**



Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049
Tel: 011-66337404, Fax: 011-66337428



Tender No.AA:GAX:11:AGM:601, Dt. 22.08.2013

Submission of tender enquiry on 03.09.2013 at 03:00 pm

Due date for opening of bid on 03.09.2013 at 03:30 pm

SUB: Quotation for arrangement of Catering for BHEL's AGM at FICCI Auditorium on 20.09.13

BHEL will be holding its Annual General Meeting on 20th September, 2013 at FICCI Auditorium. BHEL requires catering services as per details given in annexure 'A'. You are requested to submit your competitive bid in sealed cover for the subject work.

1. TERMS & CONDITIONS OF TENDER:

- 1.1 The Tender Enquiry No. & due date must be legibly super scribed on the envelope.
- 1.2 Tenders shall be received and opened at BHEL House, Siri Fort, New Delhi on the due date and time as mentioned above in the presence of bidders or their authorized representatives who may like to be present.
- 1.3 Tenders shall be strictly in accordance with the tender specifications. Any deviation may lead to rejection of tender.
- 1.4 The offer and rates quoted by bidder shall remain valid till the event is over.
- 1.5 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 1.6 Tenders received after due date & time are liable to be rejected.
- 1.7 **BHEL reserves the right to increase or decrease the quantity (by \pm 15% of contract value) at short notice of less than 24 hrs before the scheduled time of AGM at the same rates and terms & conditions of this contract.**
- 1.8 **Tender should be submitted along with covering letter of the tenderer and each page of the tender document must be stamped and duly signed by tenderer.**
- 1.9 Price quoted by the tenderers will be firm and no escalation on account of labour or material or taxes or any reason whatsoever will be paid to the successful tenderer for execution of the above work.
- 1.10 Price quoted by the tenderers should be inclusive of all taxes and charges etc. as per Govt. rules and regulations.
- 1.11 Evaluation of the tenders will be done on the basis of total L-1 cost to company i.e. sl. No. 11 in Price Bid Format. The party with lowest price (L1) will be awarded the order. If



at any point of time, it is found that the rate quoted against any item is mismatching with amount of the same item or vice versa then the lower value of the two (either rate or amount) will be accepted, and total amount of work order will be calculated on the basis of lower value.

- 1.12 **The Catering services in all respect shall be ready by 0630 AM in the morning on 20th Sept, 2013 at FICCI auditorium along with service boys for filling of snacks items in disposal plates for serving to shareholders, volunteers, supporting staff etc., failing which penalty @ 10% of total amount of bill will be levied.**
- 1.13 The quality and quantity must be maintained. **Penalty @10% of total value of bill** will be levied against any complaint regarding poor quality of contents of snack items etc.
- 1.14 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation of bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
- 1.15 All documents submitted by the tenderer shall be accompanied with a covering letter with index interlinking all the documents.
- 1.16 Date of packing and date of expiry must be printed on cold drinks and packed sohan papri etc.
- 1.2 **Payment terms:**
- 1.21 **Full and final payment will be released by BHEL only after successfully completion of work. Payment will be released through NEFT within 20 days approximately after submission of bill, for which party will have to submit its bank details as per requirement after award of work.**
- 1.22 **Tenderers are requested to go through the scope of work as per tender enquiry, visit the site location etc. and get fully acquainted with the place of delivery to get all their doubts, if any, clarified by contact person mentioned in tender enquiry before submitting the offer.**
- 1.23 Work Order will be placed on the lowest bidder for complete scope of work.
- 1.24 **Penalty will be levied by BHEL as per clause No. 1.12 & 1.13 of the tender enquiry on account of delay or poor quality of contents/service.**
- 1.25 As per company policy, **no advance will be given to bidders.** The payment will be made to the successful bidder after completion of work only and deduction of TDS etc if any, as per income tax act.
- 1.26 In case of **arithmetical error, lower rates will be considered for award of work order and higher rates for evaluation of bid.**



2.0 SCOPE OF WORK:

2.1 As per Price Bid Format enclosed at Annexure-A

3.0 Procedure for submission of sealed tenders:

The offer is to be submitted in a sealed envelope along with the documents mentioned below from sl.no. a) to f) and should be super-scribed as "Bid for Catering services etc, due on 03.09.2013". **Price should be quoted exactly as per Price Bid Format Annexure A and should be kept in sealed envelope.**

- a) Price bid format given in Annexure-A
- b) No deviation certificate as per Annexure – B
- c) Declaration as per Annexure-C
- d) Personal Details as per Annexure-D
- e) The complete tender enquiry signed and stamped on each page by tenderer.
- f) Check list Annexure-E

4.0 Tenders incomplete in any respect are liable to be rejected. The tender(s) should reach the under signed on or before the due date and time mentioned above. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The tenders shall be opened on scheduled date and time at BHEL House, Siri Fort, New Delhi. Tenderers may provide their e-mail ID for faster communication in respect of the above.

5.0 **General Terms & Conditions**

5.1 **ARBITRATION**

- a) 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 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.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon



the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

5.2 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.

5.3 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.

5.4 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) 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 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 not so delivered or others of a similar description where stores 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.

- b) Cost of the purchases/service made by the Purchaser/Service taker 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.

Contact person

Charanjit Chawla

Sr. Manager (HR-GAX)

Bharat Heavy Electricals Limited

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For & on behalf of
Bharat Heavy Electricals Ltd.

Charanjit Chawla
Sr. Manager (HR-GAX)

Enclosures: As above



Price Bid Format

Sl. No.	Items details	Quantity	Rates (Rs.)	Total Amount (Rs.)
1	Snacks: Gulab Jamun, Packed Sohan Papri cup, Bread roll , Veg patties, sauce pouch, napkins (4000 nos. Each items) (These items will be served in good quality disposable plates with spoons to be provided by bidder)	4000		
2	Cold drink 200 ml. (Pepsi, thumps up, sprite, frooti, limka)	3000		
3	Tea/ coffee (To be served in good quality disposable glass to be provided by bidder)	1000		
4	Mineral water jar Bisleri (20 lit.) with 2 dispensors	20		
5	Water bottles 1/2 lit.(Bisleri)	60		
6	Ice Block (Silli) for cold drink	10		
7	Chilling tubs and dust bin	15		
8	Service boy in dressed in waiter uniform	10		
9	Crockery for VIPs (for 20 people): Cups & Saucers, full & half plates, bowls, knife & forks, tray, glass, service spoons and tea spoons etc.	-		
10	Any other charges, if any			
11	Total			

Note:

- There should not be any over-writing in rates.
- The evaluation of tender will be done on the basis of total cost to company (incl. of all taxes and charges) i.e. Sl.No. 11 in Price Bid Format above.**
- The terms & conditions specified by BHEL should be acceptable to bidder.
- Minimum guaranteed No. of items mentioned at S.No. 1, 2 & 3 is 4000, 3000 & 1000 respectively. However you will have to make arrangement for additional requirement arising at the venue within a short notice of 02 hrs.**

Signature
Name and address of bidder
Contact Number



Annexure-B

No Deviation Certificate

This is to certify that our bid no. _____ dated _____ against
your NIT no. _____ dated _____ for arrangement of AGM 2013
in FICCI auditorium, New Delhi has no deviation.

Date:

Authorized signatory
(With sign. & stamp)



Annexure-C

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court. Also We have read and understood all the terms and conditions of this tender enquiry and agree in letter and spirit of tender enquiry.

Date:

Authorized signatory
(With Sign & seal)



Personal Details

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Bidder	
8	Website address if any	

Signature & Seal of the Bidder



Annexure-E

CHECK LIST

Sl.No.	Documents attached	Yes/No
1	Price Bid Format	
2	No Deviation certificate	
3	Declaration	
4	Signed tender enquiry	
5	Personal details	

(Signature & Seal of the Bidder)