

BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE

BHEL TOWNSHIP, SECTOR-17

NOIDA- 201301



TENDER DOCUMENT
FOR

SUPPLYING SWEET PACKETS AT BHEL LOCATIONS IN DELHI/ NCR

NIT no. 20: AA: NOI: ADMN:SWEETS: 112:2023-24
Dated 29.03.2024

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- Notice Inviting Single Tender

निविदा करने की अंतिम तिथि / LAST DATE FOR SUBMISSION: 30.03.2024 at 15:00 Hrs.

निविदा खोलने की तिथि/ DATE FOR OPENING OF TENDER: 30.03.2024 at 15:30 Hrs.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा – 201301 (उ.प्र.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (का.) / Tel: 0120-6027803

Tender Document

NIT no. 20: AA: NOI: ADMN:SWEETS: 112:2023-24 Dated 29.03.2024

Last date of Submission of Sealed Tender: 30.03.2024 at 1100 hrs.

Date of opening of Tender 30.03.2024 at 1130 hrs.

To:-

M/s. Evergreen Sweet House

S-29, 30 Green Park,

New Delhi - 110016

Sub. : SUPPLYING SWEET PACKETS AT BHEL LOCATIONS IN DELHI/ NCR

Dear Sir,

We are pleased to invite your competitive offer for **SUPPLYING SWEET PACKETS AT BHEL LOCATIONS IN DELHI/ NCR** as per following items, terms & conditions:

PRICE FORMAT

Sl. No.	Description of Material	Unit	Qty. of Packets	Rate (in ₹)	Amount (in ₹)
1.	<u>Sweet Packet consist of following:</u> <u>i. Kaju Burfi – 0.25 Kg</u> <u>ii. Panjeeri Laddoo – 0.25 Kg</u> <u>iii. Doda Burfi – 0.25 Kg</u> <u>iv. Mewa Bite – 0.20 Kg</u>	Nos.	2,840		
2.	GST amount (@)				
3.	Total Amount inclusive of GST : (₹)				
Total Amount in words: Rupees					

Note: Above rates are inclusive of all including packing, taxes, cartage, loading/unloading, delivery at BHEL officers. No other charges would be payable to the vendor except as mentioned above.

A. INSTRUCTIONS FOR TENDERER:

- The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tender and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
- Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.

(Signature & seal of the Bidder)

3. Tender must be submitted in single part. The cover envelope should be super scribed with NIT no. & due date of opening.
4. Rates must be quoted in figures as well as in words.
5. Tender documents are also available on CPP portal (<http://eprocure.gov.in/cppp/>) and BHEL Website (www.bhel.com) and the same can be downloaded and used as tender document for submission of bids.
6. BHEL reserves the right to accept or reject any or all offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
7. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
8. Any queries regarding this tender may be clarified from Dy. Manager (HR- TAX), on Mobile no. - 8800957694 / e-mail: omender@bhel.in.
9. The tenderers or their representative may attend the opening of bids if they desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelopes.
2. The above rates are deemed to be inclusive of all and any other incidental works required to complete the services.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for **30 days** from the date of opening bid.
5. Price shall be quoted as per 'Price Format' only. Quotations not filled in Price Format' are likely to be rejected.
6. The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
7. The bidder shall sign the **Declaration Certificate** as enclosed at Annexure-I
8. The bidder shall sign the **No Deviation Certificate** as enclosed at Annexure-II.
9. The bidder shall fill and sign the **Bidder's Detail** as enclosed at Annexure-III.
10. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.
11. The rates quoted by the vendor shall be firm. No price variation and escalation due to increase in labour/material cost will be allowed.
12. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
13. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
 - ii. 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.
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - iv. If any bidder does not accept the correction of errors, their bids will be disqualified.
14. Any type of accommodation will not be given to the workmen deployed by the contractor.
15. No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names

of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

- 15) **DELIVERY SCHEDULE:** The nos. of Sweet Packets shall be delivered on 01.04.2024 as per following locations and quantity:

Sl. No.	Location	No. of Sweet Packets
1	BHEL Corporate Office, Sirifort, New Delhi - 110049	933
2	BHEL INDUSTRY UNIT, LODHI ROAD, NEW DELHI	340
3	BHEL NEW BUILDING, SECTOR - 16 A, NOIDA, UP - 201301	1567

No delay in delivery will be accepted.

- 16) **QUANTITY VARIATION:** The quantity of any item mentioned in the Price Format may vary + 10% during execution of work as per the direction of Engineer-in-charge.
- 17) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

18) **TAXES AND DUTIES:**

- To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- GSTIN of BHEL is "09AAACB4146P2ZC".
- Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.

19) **PAYMENT TERMS:**

- Payment shall be made for the actual, i.e. actual no. of packets delivered.
- No advance payment or the payment for mobilization of work will be made to the contractor.
- The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- All payment will be subject to deduction of taxes at source as per rules.
- Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- Payment shall be made to contractor within 45 days from the date of submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the

relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

- 20) **L.D. FOR BAD QUALITY OF ITEMS:** In case the quality of food items offered are not found satisfactory an L.D. of up to 10% of total value will be deducted from the bill.
- 21) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 22) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken care of by the contractor for activities performed by his workers.
- 23) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 24) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 25) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 26) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 27) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 28) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 29) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

C. SPECIAL TERMS & CONDITIONS:

1. No inferior quality of material will be accepted.
2. All the sweets shall be prepared hygienically by using pure and fresh ingredients. Only pure **Deshi Ghee** shall be used in preparation of sweets. All the sweets will be uniform in size and weight.
3. The weights mentioned above are the net weight of sweets i.e. excluding the weight of packets.

For and on Behalf of BHEL


(Omender Singh)

Dy. Manager (HR-TAX)

ANNEXURE: I

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 20: AA: NOI: ADMN:SWEETS: 112:2023-24

Dated: 29.03.2024

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the contractor)

Place:

Date:



(Signature & seal of the Bidder)

ANNEXURE: II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 20: AA: NOI: ADMN:SWEETS: 112:2023-24

Dated: 29.03.2024

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)



(Signature & seal of the Bidder)

ANNEXURE: III**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

(Signature & seal of the contractor)



(Signature & seal of the Bidder)