

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – PEM, PPEI BUILDING
PLOT No. 25, SECTOR 16 A, NOIDA - 201301**



**TENDER DOCUMENTS
FOR
RATE CONTRACT FOR TEA/COFFEE VENDING MACHINES**

Tender Ref. No.: PW/CMM/ TEA VENDING MACHINE

Dt.: 29.03.2011

CONTENTS

1. Terms & Conditions : Annexure "A"

Last date for Submission: <u>29.04.2011 (2 PM)</u>

Terms and Conditions

1. Bid Validity

3.1 The bid shall remain valid for a period of three months from the date of opening of offers. 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".

2. Contract Period

2.1 Contract will be awarded initially for a period of one year, further extendable for a period of one more year on mutual consent on existing rates, terms and conditions. The rates quoted by the parties shall remain firm during the tenure of the contract. Taxes, if any, as applicable, from time to time shall be extra.

3. Submission of Bids

3.1 Bids are to be submitted in two parts as follows:

- a. Part -1: Technical and PQR
- b. Price Bid

3.2 Bidders need to submit their offers only if all the terms and conditions are acceptable to them. If the offer has been submitted, any deviations to the terms and conditions taken by the bidder shall be ignored.

3.3 The Bid shall be submitted in sealed envelope, super-scribing on the top of the envelope enquiry no. and date, by the due date and time.

3.4 The bidders are required to fill the rates in the box provided in the Price Bid format only.

3.5 Late tenders are liable to be rejected.

3.6 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the goods quoted are inclusive of all taxes, duty, octroi etc., if any and BHEL in such cases shall not pay any taxes, duty, octroi etc.

3.7 Bid should be free from corrections and erasures. Corrections, if any, must be countersigned. All prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or there is any other discrepancy in the price schedule, higher value(s) will be considered for evaluation and lower value(s) will be considered for ordering.

3.8 Bidders shall give acceptance of the Terms & Conditions enclosed with this enquiry and as token of their acceptance, sign these terms and conditions and attach with the bid.

Signature and seal of the bidder

3.8 Vendors to furnish the EMD of Rs. 20000.00 along with the technical offer. This amount is refundable and shall be refunded back to the unsuccessful bidders after finalization of contract. The EMD of successful bidder shall be adjusted in security deposit.

4. Opening of bids

4.1 The bid shall be submitted to the Dy. Mgr/CMM by **1400 hrs. on 29.04.2011**. The **bid shall be opened on the same day at 1500 hrs** in the presence of bidder's representatives if so present at the time of bid opening.

4.2 BHEL reserves the right to accept / reject any or all bids without assigning any reasons without any financial liability whatsoever.

5. BHEL's right to accept or reject any Bid

5.1 The BHEL reserves the right to accept or reject any bid at any time prior to award of contract, without incurring any liability to the affected bidder/bidders of any obligation to inform the grounds for the owner's action.

6. Other Conditions

6.1 BHEL shall have right to terminate the contract by giving 15 days notice.

6.2 Bills are to be submitted by the contractor on monthly basis. 100% Payment shall be released after receipt and acceptance of material, within one month period, subject to the bills are in order. Any statutory deductions, including TDS, shall be made.

6.3 The contractor will not sub-contract the job to any other vendor without written permission of BHEL.

6.4 Successful bidders to submit the security deposit of 10% of the contract value.

7. Evaluation Criteria

7.1 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.

7.2 Evaluation of the bids shall be done on the basis of total of each unit / qty as mentioned in price format.

8. Penalty for Services

8.1 If the party fails to perform and provide satisfactory services during the contract period, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty @ Rs. 200/- per day.

Signature and seal of the bidder

9. Termination of the Contract

9.1 The purchaser may, without prejudice to any other remedy for breach of the contract, by written notice to the supplier, terminate the contract in whole or in part,

- a) If the party fails to execute the contract by the date specified in the order or within any extension thereof granted by the purchaser.
- b) If the party fails to perform any other obligation(s) under the contract.
- c) If the party, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in executing the contract.

10. Resolution of Disputes

10.1 The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.

10.2 Any dispute is subject to the jurisdiction of the Delhi/Noida courts only.

11 Special conditions

11.1 All risks of loss or damage to physical property and of personal injury and death, which arise during/in consequence of the performance of the contract, other than expected risks, are the responsibility of the contractor.

11.2 The employees of the contractor in no case will be treated as the employee of the purchaser at any point of time.

11.3 The contractor/supplier shall abide at all times by all labour laws, regulations, rules, acts etc.

11.4 BHEL has the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the goods which the vendor has failed to deliver or dispatch 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 the purchaser for any loss which the purchaser may sustain by reason of such risk purchase, in addition to liquidated damages at the rates mentioned above.

12. Vending machines to be delivered within 2 weeks from placement of PO. Penalty of Rs. 500 / day shall be charged if the vending machines are not made operational within the stipulated time period.

Signature and seal of the bidder