



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
 Siri Fort, New Delhi-110049
 Tele No. 011- 66337401

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the invited parties for **supply of snacks boxes during Annual General Meeting of BHEL** on 19/09/2019 at 5:30AM in Manekshaw Centre, Parade Road, Khyber Lines, Delhi Cantt. New Delhi as per details mentioned further in this NIT."

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:19:AGM:106
2.	Tender ID (CPP Portal):	2019_BHEL_468591
3.	Date of Issue of Tender:	21-08-2019
4.	Type of Tender:	Limited Tender
5.	Type of Bid:	Two-part bid system
6.	Tender Title:	"Supply of snacks boxes and Breakfast" during Annual General Meeting at Manekshaw Center on 19 th September 2019 "
7.	Location of BHEL-premises where work is to be carried out	Manekshaw Centre, Off Parade Road, Khyber Lines Opposite NH-8 Cantt. Red Light, Delhi Cantonment, New Delhi 110010, India.
8.	Last date/ time for receipt of tender:	29-08-2019 by 03:00 PM
9.	Date/ time of opening of bid (Part-1):	29-08-2019 by 03:30 PM
10.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
11.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
12.	EMD (₹):	N/A
13.	Minimum Validity of tender offer:	60 days from the due date of submission of offer.
14.	Scope of Work:	Supply of snacks boxes and breakfast
15.	Duration of Contract:	One Day

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

For & on behalf of
 Bharat Heavy Electricals Ltd.

(Signature)
 (Meena Thakran)
 21/08/2019

Engineer (HR-GAX & ISMG)

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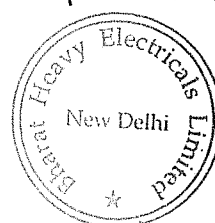
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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in

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M. H. K. K. K.
21/08/2019
Delhi
BHEL Heavy Electricals Limited

time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. 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.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
 - 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
 - 1.2.3. **SITE VISIT:** Before submission of Offer, the bidders are advised to inspect the site of work or visit BHEL office for having any detail related to the said tender. Visit to BHEL office shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 1.3. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

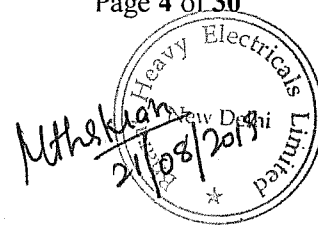
1.4. TENDER OPENING:

- 1.4.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of invited bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.

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- 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.
- 1.4.4. Price Bids of techno-commercially unacceptable bidders shall not be opened.
- 1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

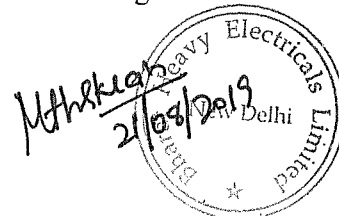
- 1.5.1. The bidder shall quote the "Rate including GST" in English language and international numerals ONLY. The "Rate including GST" shall be entered in figures as well as in words. "Rate including GST" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
- 1.6.2. 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; and

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- 1.6.3. 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 of (a) and (b) above.
- 1.6.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.

1.7. TENDER PRICES:

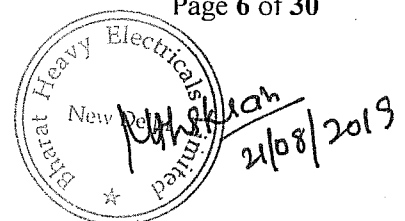
- 1.7.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.
- 1.7.2. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- 1.7.3. The bidders are advised to quote the "Rate including GST" in "Annexure-F" and same shall be payable to bidder.
- 1.7.4. The Rate quoted in the Price-bid shall be inclusive of GST as applicable.

1.8. TENDER EVALUATION / EVALUATION OF BIDS: *Tender evaluation shall be carried out on the basis of Sample Boxes submitted by bidders' and on basis of documents required* and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.

- 1.8.1. The Technical Bids submitted by the bidder(s) will be opened first and evaluated w.r.t documents required and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
- 1.8.2. Bidders must submit two separate samples, one for *snacks box* containing all the eatables and other for *packed breakfast* as per Annexure "E".
- 1.8.3. The quality of both samples and boxes (refer clause No.1.8.2) shall be checked by the committee and concerned authorities in terms of taste, presentation and quality.
- 1.8.4. Price bids of only bidders whose snacks quality is passed by the concerned authorities as per clause No.1.8.3 above, shall be opened.
- 1.8.5. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. "Total Amount" quoted by the techno-commercially qualified bidder. L-1 shall be decided on the basis of overall cost to company.
- 1.8.6. In the event of more than one bidder having quoted identical lowest "Total Amount" and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct acceptable L-1 rate is arrived.

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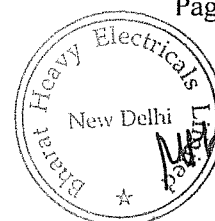


- 1.8.7. If distinct L1 rate isn't arrived at S. No. 1.8.6 and a tie prevails between more than one bidders at lowest acceptable rate (in line with tender terms & condition), then the L1 will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who chose to be present.
- 1.8.8. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.
- 1.8.9. If the Rate are not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.9. **VALIDITY OF OFFER:** Offers shall remain valid for **60 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email.
- 1.10. **REJECTION OF BIDS**
 - 1.10.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
 - 1.10.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
 - 1.10.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
 - 1.10.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
 - 1.10.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
 - 1.10.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
 - 1.10.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole

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discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

- 1.11. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.12. The Bidder(s) 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.

1.13. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 1.13.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed
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New Delhi
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validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-D**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

- 1.13.2. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 25% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

For more clarity in this regard, following table is furnished;

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

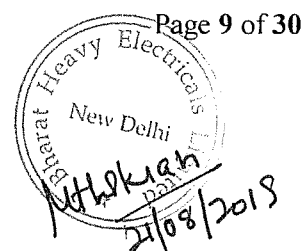
- 1.13.3. The purchase preference to MSE is not applicable for works contracts.
- 1.13.4. **Special provision for Micro and small enterprises owned by SC or ST:** - Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.
- 1.13.5. **Special provision for Micro and small enterprises owned by Women:** - Sub target of 25% (i.e. 3% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by Women Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement earmarked MSE owned by Women Entrepreneurs shall be met from other MSE Enterprises/s.

Definition of MSEs owned by Women Entrepreneurs is clarified as under:

- In case of proprietary MSE, proprietor shall be women;
- In case of partnership MSE, the women partners shall be holding at least 51% share in the Unit;

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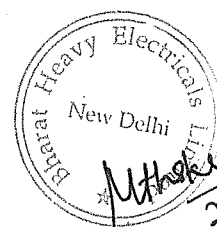
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- iii. In case of Private Limited Companies, at least 51% share shall be withheld by Women promoters.
- 1.13.6. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 1.13.7. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.
- 1.13.8. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.13.9. Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- 1.14. RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.14.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.14.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.14.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.14.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.14.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

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- 1.14.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 1.15. The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.16. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 1.17. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.18. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.19. The Contractor will be abiding to supply all material strictly in accordance with the terms and conditions of the tender documents.
- 1.20. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in material supplied.
- 1.21. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.

SETTLEMENT OF DISPUTES:

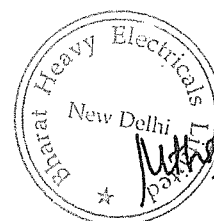
- 1.22. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

- 1.23. **ARBITRATION:** In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon

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the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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 seat of arbitration shall be DELHI.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- 1.24. APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

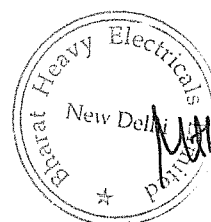
1.25. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- 1.25.1. 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

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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.

1.25.2. 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.

1.26. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.27. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

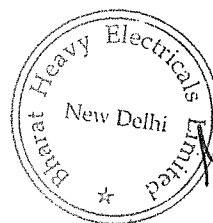
1.28. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against purchase order and will remain in force for a period of **One day**.

1.29. Lowest "Total Amount" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.

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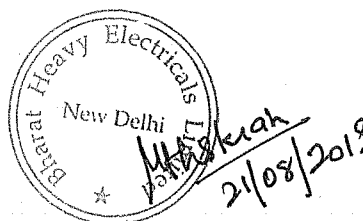
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- 1.30. BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.
- 1.31. As per company policy, no advance will be given to the contractor. The payment shall be made to the contractor only after completion of work only in line with tender terms & Conditions.
- 1.32. Liasoning with local and state authorities: Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.33. Due Diligence: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.



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SECTION-II

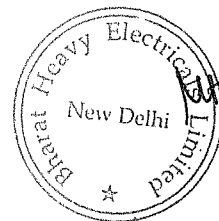
SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDERS:

- 2.1. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.2. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
- 2.3. **Safety, Health and Environment (SHE) MANAGEMENT:**
 - 2.3.1. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
 - 2.3.2. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".
- 2.4. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.5. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.6. **BHEL reserves the right to increase the quantity by 15% of contract value at short notice of not less than 24 hrs. before the commencement of AGM at the same rates and terms & conditions of this contract and successful bidder will have to supply the same within stipulated time.**
- 2.7. **Snacks boxes must be delivered at Manekshaw Centre, Parade Road, Khyber Lines, Delhi Cantt latest by 05:30AM in the morning on 19th Sep, 2019 else, @ 5% of total amount of bill shall be levied with every hour of delay.**
- 2.8. **Panjiree Laddoo & Balusahi must be prepared in Deshi Ghee only and all snacks content must be fresh and matching to the specifications mentioned in Price Bid in terms of weight etc. Penalty @0.05% of total value of bill will be levied for each snacks box/breakfast etc if any complaint regarding poor quality of snacks or other items is received.**
- 2.9. **Date of packing and date of expiry must be printed on Frooti tetra pack & coconut water bottles. Frooti or Coconut Water of expired date should not be supplied else penalty @ 0.25% of total value of the bill will be levied for supply of such each pack.**

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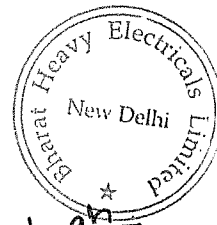
21/08/2019
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SECTION-III

SCOPE OF WORK / SERVICES

3. Scope of Work:

- 3.1. The successful bidder is required to deliver the ordered quantity of snacks as per Annexure "F" at Manekshaw Centre, Parade Road, Khyber Lines, Delhi Cantt on 19/09/2019 latest by 05:30 AM.
- 3.2. Snacks box must be made of duplex laminated board and should not be shrink packed.
- 3.3. 220 number of packed breakfast as per Annexure "F" is also to be delivered at the venue on 19/09/2019 latest by 5:30 AM.



M. H. Khan
21/08/2018

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SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. After completion of all works, bill complete in all respect alongwith all the requisite documents submitted by the Contractor will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- 4.1.2. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.3. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.4. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

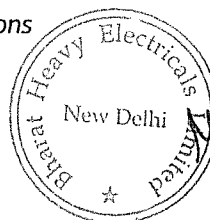
4.2. TAXES & DUTIES:

- 4.2.1 To 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 Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.2.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law Provisions.
- 4.2.3 GSTIN of BHEL will be provided to the Contractor along with the purchase order.
- 4.2.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.5 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.
- 4.2.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.2.7 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.

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21/08/2019

- 4.4.1 **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days prior Notice, to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.

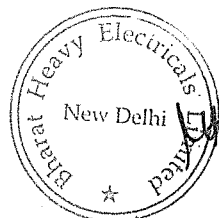
If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

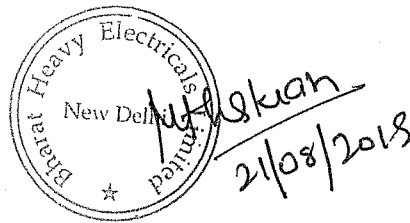
- 4.5.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.5.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:
- 4.5.3 The Contractor SHALL Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 4.5.4 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

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- 4.5.5 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.
- 4.5.6 Penalty will be levied by BHEL as per clause No. 2.7, 2.8 & 2.9 of the tender enquiry on account of delay in delivery or poor quality of snacks or expired Frooti / Coconut water bottles.



SECTION-V

DOCUMENTS REQUIRED

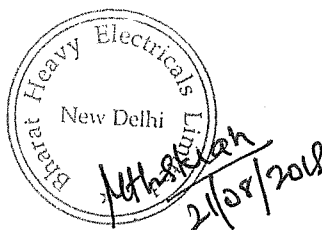
The Bidders must submit / furnished following documents (duly certified and stamped by their authorized signatory) with the offer failing which the offer shall be ignored/rejected.

- 5.1 GST Registration certificate;
- 5.2 PAN card copy;
- 5.3 Certificate of incorporation/partnership deed/self-certifying proprietorship document as applicable;
- 5.4 Bidders must submit address proof of shop/firm;
- 5.5 Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns of last three financial years, ending 31st March' 2018. *In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2015-16, FY 2016-17, FY 2017-18), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished.*
- 5.6 FSSAI valid license
- 5.7 Bidders shall submit two separate samples, one for *snacks box* containing all the eatables and other for *packed breakfast* as per Annexure "F".
- 5.8 "No Deviation/Acceptance Certificate" i.e. Annexure-A.
- 5.9 "Declaration Certificate" i.e. Annexure-B.
- 5.10 Duly filled "Bidder's General Information" placed in Annexure-C.
- 5.11 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.13, along with the offer (or Annexure-D as the case may be).
- 5.12 Duly filled & signed price bid i.e. Annexures-F.
- 5.13 Check List i.e. Annexures-G
- 5.14 Duly signed Un-price bid format (Annexure-E), by mentioning 'Q' in the column where quote is to be offered by the party.
- 5.15 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.

Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

- 6.0 The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Section-V above except filled Price-Bid;

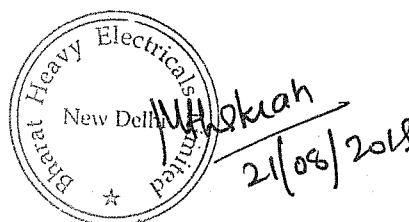
ENVELOPE 2: Part-2 "Price Bid" shall contain Price-Bid format (Annexure-F) only.

Samples: Bidders shall submit two separate samples, one for snacks box containing all the eatables and other for packed breakfast as per Annexure "F" alongwith bid

These two separate covers/envelopes 1 and 2 shall together be enclosed in third envelope and this sealed cover shall be superscripted with tender number & due date and samples shall also be submitted alongwith bid.

If the Part-2 "Price Bid" (Annexure-F) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further.

- 6.1 Bidders who qualify in Technical Bid (Part-1) will only be considered for evaluation of Sample Boxes. Both sample boxes (snacks & Breakfast) in terms of taste, presentation and quality shall be evaluated and if same qualifies then Price Bids (Part-2) of those bidders only shall be opened. BHEL will finalize successful bidder by opening of sealed paper price bid. Price-bid shall be opened on the scheduled day & time which shall be intimated separately in the presence of representatives of techno-commercially acceptable bidders who would like to be present.
- 6.2 Tenders submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.3 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected.
- 6.4 Bids submitted without sample boxes as mentioned above shall not be considered and evaluated.



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No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & 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 in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

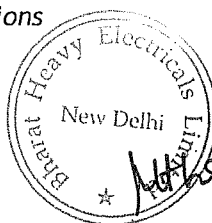
"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:19: AGM-106, dated 21.08.2019. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

//We fully agree with the above terms & conditions

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Signature of the bidder with Seal



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21/08/2019

DECLARATION CERTIFICATE

Dear Sir/Ma'am,

SUBJECT: Arrangement of Tentage during Annual General Meeting of BHEL on 19th September 2019
(Tender No. AA: GAX:19: AGM:106, dated 21.08.2019)

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total requirements / terms & conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. 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.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

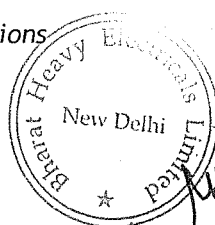
Very Truly Yours,

Signature
With name, Designation & seal of the firm

I/We fully agree with the above terms & conditions

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21/08/2019

BIDDER'S GENERAL INFORMATION

Photograph of
bidder /
authorised
signatory
holding power
of attorney

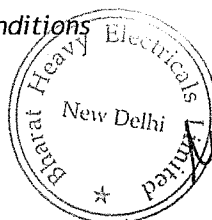
Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyog Aadhaar Memorandum (UAM No.)	
9	FSSAI license details	
10	Name of Bidder/ Contact Person	
11	Phone No. of Bidder / Contact Person	
12	E-mail Address of Bidder / Contact Person	
13	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

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Signature of the bidder with Seal



Handwritten signature
21/08/2018

ANNEXURE - D

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

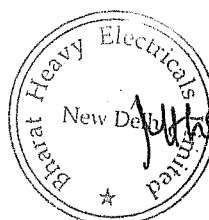
Name

Membership number-

Seal of Chartered Accountant

I/We fully agree with the above terms & conditions

Signature of the bidder with Seal



ANNEXURE - E

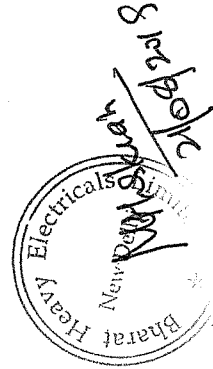
Un-Priced Bid Format
(To be submitted along with Part-1 Bid)

PRICE-BID FOR SUPPLY OF SNACKS BOXES FOR SHAREHOLDERS AND PACKED BREAKFAST FOR VOLUNTEERS'/SUPPORT STAFF FOR BHEL'S 55TH ANNUAL GENERAL MEETING'2019 TO BE HELD ON 19/09/2019 (AT 5:30AM) IN MANEKSHAW CENTRE, PARADE ROAD, KHYBER LINES, DELHI CANTT. NEW DELHI						
Sl. No. (1)	Description of work (2)	Qty (3)	Rates including GST (in figures) (4)	Rates including GST (in words) (5)	Amount Including GST (in figures) (6)=(3)*(4)	Amount Including GST (in words) (7)=(3)*(4)
1	Snacks Boxes containing: (a) Panjiree Laddoo - 01 (Made in Deshi Ghee, minimum approx. wt. 40 g) (b) Balusahi - 01 (Made in Deshi Ghee, minimum approx. wt. 45 g) , (c) Maida Namkeen Mathri-02 (Packed - minimum approx. wt.25 g each), (d) Dal Kachori - 1 (Min approx. wt 60g) Note: One item each per box and each box should contain disposable spoon, napkin and sauce sachet (8g).	4000				

I/We fully agree with the above terms & conditions

Signature of the bidder with Seal

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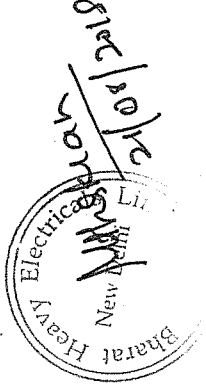


2	Packed Breakfast containing:- (i) Panchratan mixture - (Packed - minimum approx. wt. 85 g) (ii) Moong Dal Halva - 100 g (Made in Deshi Ghee) (iii) Veg Sandwich - 1 (iv) Coconut Water Bottle- 1 (200 ml)	220			
3	Frooti in tetra pack (160 ml)	3300			
4	Water Bottles (250ml) (Bisleri/Kinley/Aquafina)	1500			
5	Total Amount				
i	The above mentioned quantities may increase by 15% and same has to be supplied by your firm at the same rates and terms & conditions within stipulated time at the venue.				
ii	The successful party has to cater the emergency requirements on short notice of atleast 24 hours.				
iii	There should not be any over-writing in rates. Any overwriting/cutting/correction shall be valid only if the same is attested under the full signature of the person, signing the bid else, bid shall be rejected.				
iv	The evaluation of tender will be done on the basis of overall cost to company incl. of all taxes and charges i.e. SL.No. 5 in Price Bid Format above				
v	Delivery of above items is to be made at Manekshaw Centre, Parade Road, Delhi Cantt. New Delhi at 5:30 AM on 19/09/2018. Any delay shall attract penalty and same will be deducted from the bill.				
vi	All snacks must be prepared in Deshi Ghee only.				
vii	Snacks boxes must be duplex laminated board and should not be shrink packed				
viii	The rates quoted must be inclusive of all charges & taxes.				

I/We fully agree with the above terms & conditions

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Signature of the bidder with Seal



ANNEXURE - FPrice Bid Format

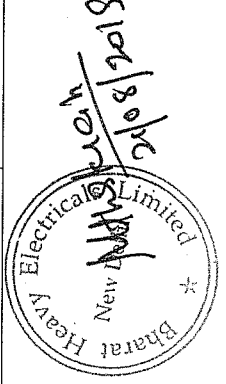
(To be submitted along with Part-2 Bid)

PRICE-BID FOR SUPPLY OF SNACKS BOXES FOR SHAREHOLDERS AND PACKED BREAKFAST FOR VOLUNTEERS'/SUPPORT STAFF FOR BHEL'S 55TH ANNUAL GENERAL MEETING'2019 TO BE HELD ON 19/09/2019 (AT 5:30AM) IN MANEKSHAW CENTRE, PARADE ROAD, KHYBER LINES, DELHI CANTT. NEW DELHI						
Sl. No. (1)	Description of work (2)	Qty (3)	Rates including GST (in figures) (4)	Rates including GST (in words) (5)	Amount Including GST (in figures) (6)=(3)*(4)	Amount Including GST (in words) (7)=(3)*(4)
1	Snacks Boxes containing: (a) Panjiree Laddoo - 01 (Made in Deshi Ghee, minimum approx. wt. 40 g) (b) Balusahi - 01 (Made in Deshi Ghee, minimum approx. wt. 45 g) , (c) Maida Namkeen Mathri-02 (Packed - minimum approx. wt.25 g each), (d) Dal Kachori - 1 (Min approx. wt 60g) Note: One item each per box and each box should contain disposable spoon, napkin and sauce sachet (8g).	4000				

I/We fully agree with the above terms & conditions

Signature of the bidder with Seal

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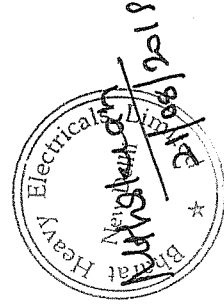


2	Packed Breakfast containing:- (i) Panchratan mixture - (Packed - minimum approx. wt. 85 g) (ii) Moong Dal Halva - 100 g (Made in Deshi Ghee) (iii) Veg Sandwich - 1 (iv) Coconut Water Bottle- 1 (200 ml)	220			
3	Frooti in tetra pack (160 ml)	3300			
4	Water Bottles (250ml) (Bisleri/Kinley/Aquafina)	1500			
5	Total Amount				
i	The above mentioned quantities may increase by 15% and same has to be supplied by your firm at the same rates and terms & conditions within stipulated time at the venue.				
ii	The successful party has to cater the emergency requirements on short notice of atleast 24 hours.				
iii	There should not be any over-writing in rates. Any overwriting/cutting/correction shall be valid only if the same is attested under the full signature of the person, signing the bid else, bid shall be rejected.				
iv	The evaluation of tender will be done on the basis of overall cost to company incl. of all taxes and charges i.e. Sl.No. 5 in Price Bid Format above				
v	Delivery of above items is to be made at Manekshaw Centre, Parade Road, Delhi Cantt. New Delhi at 5:30 AM on 19/09/2018. Any delay shall attract penalty and same will be deducted from the bill.				
vi	All snacks must be prepared in Deshi Ghee only.				
vii	Snacks boxes must be duplex laminated board and should not be shrink packed				
viii	The rates quoted must be inclusive of all charges & taxes.				

I/We fully agree with the above terms & conditions

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Signature of the bidder with Seal

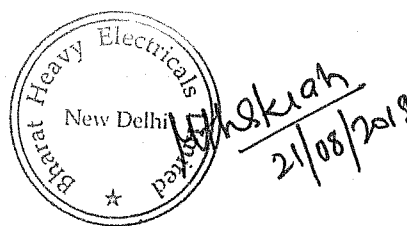


ANNEXURE - G

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance	Page No.
1	Copy of audited balance sheet	FY 2015-16 ☐ Yes ☐ No ☐ NA	
		FY 2016-17 ☐ Yes ☐ No ☐ NA	
		FY 2017-18 ☐ Yes ☐ No ☐ NA	
2	Copy of the PAN card.	☐ Yes ☐ No ☐ NA	
3	Sample boxes (both)	☐ Yes ☐ No	
4	Copy of GST registration certificate (GSTIN)	☐ Yes ☐ No ☐ NA	
5	FSSAI license	☐ Yes ☐ No ☐ NA	
6	No Deviation Certificate i.e. Annexure-A.	☐ Yes ☐ No ☐ NA	
7	Declaration Certificate i.e. Annexure-B on the Letter Head.	☐ Yes ☐ No ☐ NA	
8	Bidder's General Information i.e. Annexure-C.	☐ Yes ☐ No ☐ NA	
9	UN-PRICED BID i.e. Annexure-E.	☐ Yes ☐ No ☐ NA	
10	PRICE BID i.e. Annexure-F.	☐ Yes ☐ No ☐ NA	
11	"Check-List" i.e. Annexure - G	☐ Yes ☐ No ☐ NA	
12	Signed & stamped complete tender document	☐ Yes ☐ No ☐ NA	
13	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	☐ Yes ☐ No ☐ NA	

Signature
 With name, Designation & seal of the firm



I/We fully agree with the above terms & conditions

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Signature of the bidder with Seal