

TENDER ENQUIRY NO : AA:GAX: 17:VM:101



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

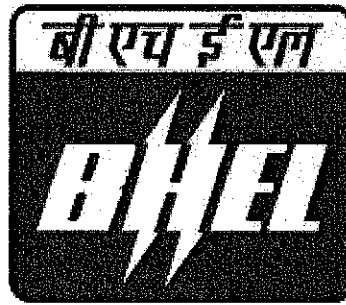
कार्पोरेट कार्यालय, नई दिल्ली/ Corporate office, New Delhi

मानव संसाधन प्रशासन एवं आई. एस. एम.जी. /HR – GAX & ISMG

BHARAT HEAVY ELECTRICALS LIMITED

BHEL House, Siri Fort

New Delhi-110049



Tender for supply of tea & coffee including all consumables through coffee vending machine at BHEL Offices (3rd, 4th & 5th floors) at Advant Navis Building Noida for a period of two years

Tender Enquiry No: AA: GAX: 17: VM: 101, Dated 30.01.2018

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LAST DATE FOR SUBMISSION: 09.02.2018

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NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two part bid for the following job/ services in BHEL on rate contract basis for a period of two years.

Name of Job/ Services :- RATE CONTRACT FOR TEA, COFFEE THROUGH VENDING MACHINE AT BHEL OFFICES (3rd, 4th & 5th floors) AT ADVANT NAVIS BUILDING, NOIDA

NIT No. :- AA:GAX:17:VM:101 Dt. 30.01.2018

Period of Contract :- Two Years.

IMPORTANT DATES OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender :- 09.02.2018 at 11:00 Hrs.

Date of opening of tender : 09.02.2018 at 11:30 Hrs.

Venue for opening of Tender : BHEL House, Sirifort, New Delhi

The tender should reach in the tender box placed at the reception of Corporate Office, BHEL House, Sirifort, New Delhi by 11:00 Hrs on or before the due date. BHEL will not be responsible for delay in receipt of tender(s), sent by post/ courier. The same shall be opened on scheduled due date and time as mentioned above. Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and (<http://eprocure.gov.in/cppp/>) Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, shall be sought from the undersigned.

On or behalf of BHEL

Meena Thakran
30/01/2018

(Meena Thakran)
Sr. Engineer (HR-GAX & ISMG)

PART-A : TECHNO COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed and stamped on each page by authorized representative of tenderer shall be submitted as detailed further. **Price shall not be mentioned by them anywhere in the techno-commercial portion of their offer, except in the relevant price bid and submitted in separate sealed envelope. In case any clarification, bidder may contact this office.**
2. Tender documents are also available on BHEL web site i.e. www.bhel.com and the same can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting/ correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
5. **Tender must be submitted in two parts, i.e. (i.e. Techno-commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit tenders in two separate sealed envelopes prominently super scribed as, Part-A 'Techno-commercial bid' and Part-B 'Price Bid', and the NIT no. & due date on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with name of Job/ services, NIT no. & due date of opening.**
6. Techno-commercial bid should contain all the documents in proof of Pre-qualifying criteria, signed tender document having NIT page, Instruction for tender, General conditions, Special conditions, Contractor's obligations, un-price bid, scope of Job/ services all the annexure duly filled and signed by the tenderer.
7. The tenderer shall submit the Bank details along with a cancelled cheque for NEFT/ RTGS.
8. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price Bid format.
9. The quoted amount shall be as per the price bid format "Part-B". Amount must be quoted in figures as well as in words.
10. On the date of opening of tender, only Techno-commercial Bid shall be opened.
11. BHEL may finalize successful tenderer by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid/ conducting of online Reverse Auction will be intimated by phone, by post or e-mail separately to the Tenderers who qualify in the Techno-commercial Bid.

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12. BHEL reserve the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. 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, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
14. The Tenderer should accept all terms and conditions of the tender unconditionally. Tender with deviation from terms and conditions are likely to be rejected.
15. The bidders are advised to inspect & examine in the BHEL offices at 3rd, 4th & 5th floor at Advant Navis Building Noida (i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers). Any queries regarding this tender may be clarified from the office of Sr. Engineer (HR-GAX & ISMG), on Telephone no. 011-66337421/7401 or email : meenat@bhel.in or Dy. Engineer (HR-GAX & ISMG), on Telephone no. 011-66337421 or email : rahultyagi@bhel.in
16. It is advised that the bidders shall inspect the site of works (as mentioned above in the point no. 16) to understand the scope of work in totality and see the infrastructure available in the respective buildings before submitting the bid. Bidder should accordingly quote in the price bid format.
17. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price Bid (Part-B) if occur instead of RA.
18. The bidder should have FSSAI license.

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B. PRE QUALIFYING REQUIREMENTS (PQR) FROM POINT NO 1 TO 4:

The Bidders/Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

1. The Bidder should have an average annual financial turnover of at least **₹7.91 Lakhs** of work during the last 3 years **ending 31.03.2017**.
2. The bidder should have experience of successfully completed similar job/ services (similar completed Job/ services shall mean contract for supply of tea & coffee through vending machine in offices/ Guest Houses/ Transit flats or Hostel etc. with any Central Govt./ State Govt./ PSUs/ Public Limited Company/ Private Limited Company). The experience of having successfully completed similar works during last 7 years ending 31.12.2017 should be either of the following:

(i) The bidder should have executed the business volume not less than an amount equal to **₹10.55 lakhs for 01 year contract period, each in three similar jobs / services.**

or

(ii) The bidder should have executed the business volume not less than an amount equal to **₹13.19 lakhs for 01 year contract period, each in two similar jobs / services.**

or

(iii) The bidder should have executed the business volume not less than an amount equal to **₹21.10 lakhs for 01 year contract period, in one similar job / service.**

3. Tenderers must have valid **PAN No., ESI registration No. & GST No.** which has to be submitted during submission of bid.

4. The bidder must have FSSAI license.

5. DOCUMENTS REQUIRED TO BE SUBMITTED:

- (a) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- (b) Copy of FSSAI license.
- (c) Self-attested copies of Balance Sheet and Profits & Loss Account statement of last three financial years i.e. FY 2014-15, FY 2015-16 & FY 2016-17 duly verified by CA.
- (d) Self-attested copies of acknowledgement of IT returns of last three financial years i.e. FY 2014-15, FY 2015-16 & FY 2016-17.
- (e) Self-attested copies of Work Orders/ Award letters along with certificate of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on 31.12.2017. BHEL reserves the right to cross check the documents from the issuing department/ company.
- (f) Copy of the PAN card, Certificate of GSTN no. and ESI registration no.

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- (g) Business Rules for Reverse Auction (enclosed at Annexure- F2).
- (h) The bidder must submit a declaration (enclosed at Annexure-F3), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended/ blacklisted by any organization.
- (i) No deviation certificate as per (Annexure-F4) .
- (j) Bidder must submit the technical details in the enclosed format (Annexure-F5)
- (k) Bidder must submit the bidder's detail in the enclosed format (Annexure-F6)
- (l) Bidder must submit the check list after duly filled and signed (Annexure-F7)

C. GENERAL TERMS AND CONDITIONS

1. Tenders received late/ in open condition/ not meeting the tender condition/ in-complete in any respect are liable to be rejected.
2. The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website www.bhel.com.

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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 www.bhel.com and/or under applicable legal provisions".

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- vi. 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.
- vii. 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.
- viii. No bidder 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.
3. BHEL has the right to reject all or any of the tender and accept any tender(s) irrespective of its/ their being the lowest/ highest.
4. If any information/ documents submitted by the tenderer are found false/ fake / forged at any stage, the tender will be cancelled. BHEL any also intimate suspension of business dealing with such tenderer.
5. The rate should be indicated in words and figures. All entries in Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature of the bidder.
6. The tenderer is required to quote for the complete scope of work. Tender for part of the work or incomplete in any respect are liable to be rejected.
7. The rate and/or amount quoted in the price bid, will be firm for the contract period or the extended period, if any and no escalation due to increase in material cost will be accepted.
8. The contract may be cancelled at any stage without assigning any reason by giving a notice of one month to the contractor and contractor will not have any claim in this regard.
9. **Validity of the quoted rates shall be 90 days from the date of opening of techno commercial bid.**
10. Approx. **1800 cups** per day are required and quantity may be increase/decreased in future. This is a tentative figure and no guarantee for the minimum of the same per day.

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11. **EVALUATION CRITERIA:** The bidders will quote the amount as prescribed in the Price bid format. Evaluation of the tender will be done on total cost inclusive of all taxes and duties including GST as per Price bid format.

The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by either opening of sealed price bid or conducting online Reverse auction. Date of opening of sealed price bid/ conducting of online reverse auction will be intimated by post or e-mail separately to the tenderers who qualify in the techno-commercial bid. The decision of BHEL in this regard shall be final and binding on the bidders.

In case of tie between the rates of two or more bidders, the snap bidding system will be followed to arrive the L-1 bidder.

12. **REVERSE AUCTION:** BHEL reserve the right to go for reverse auction (RA) instead of opening of sealed envelope of paper price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case of BHEL decided to go for RA. The bidders will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guideline in vogue. The RA shall be conducted by a service provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions enclosed at **Annexure-F2**.
13. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- a) 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 prices shall prevail and the total price shall be corrected, unless in the opinion of 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.
 - b) 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.
 - c) If there is any 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.
 - d) If any bidder does not accept the corrections of errors, their bids are liable to be disqualified.
14. **CONTRACT PERIOD:** The contract period shall be for two years form the date of award which can further be extended on the same rate terms and conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.

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15. **SUBLETTING:** The contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/ company/ organization.
16. **SPACE FOR VENDING MACHINE, WATER & ELECTRICITY:** Space for vending machine on each floor, water and electricity shall be supplied to the contractor subject to the following:
- The contractor and his workforce (vending machine operator) engaged against this contract may utilize the water & electricity provided in the BHEL offices at 3rd, 4th, & 5th floor at Advant Navis Building, Noida.
 - BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.
17. **Taxes & Duties**
- The contract shall be considered as "Rate contract" under GST and contractor to discharge GST liability accordingly.
 - 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. Such invoice shall be submitted within prescribed time limit to BHEL.
 - Payment shall be made to the contractor only after submission of GST complaint tax invoice and other relevant prescribed documents containing all the particulars as stipulated under invoice rules of GST Law. Such invoice shall be duly reflected by contractor in relevant GST return and GST amount thereon shall be duly paid by contractor to Government within the prescribed time. However, payment shall be made to the bidder only after due compliances.
 - Payment shall be made to the contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24% per annum i.e. 4% for 02 months) shall either be withheld from any due amount of contractor by BHEL or contractor may submit an additional equivalent amount in the form of security deposit. This amount is over and above of security deposit required to be submitted by the contractor in lieu of contract amount.
 - In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/liveable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's running bill/ security deposit and/or adjusted against GST amount due.
 - Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for

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delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

- vii) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- viii) 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.

18. **PAYMENT TERMS:**

- a) The rates quoted in the "Price bid" would remain firm for the entire contract period of two years.
- b) The invoice/ bill raised by the contractor shall be certified by the officer-in-charge of BHEL by 1st working day of every month and the best effort shall be made to release the 100% contractual payments within 15 working days from the date of receipt of complete bill correct in all respect and verification by BHEL representative for satisfactory completion of work and on the basis of actual quantities. No advance bill will be paid under any circumstances. However, no interest shall be paid for any delay in making the payment.
- c) All payment will be subject to deduction of taxes at source from the running bills as per income tax act & rules and other statutory requirements.
- d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

19) **PENALTY CLAUSE:**

- a) **Penalty in case of inferior quality of Services/Material product (tea, coffee etc):** BHEL reserves the right to inspect the quality of services/material. In case BHEL finds the quality of services/materials as unsatisfactory, the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of services/material, etc. are received from the end-user, BHEL would inspect the same, in such cases, the decision of BHEL shall be fixed and binding.
- b) **Penalty in case of lack of Hygiene: In the event of any lapse in the standards of services/material etc.:** the contractor would be penalized a maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of vending machine, equipment & its operator, etc. and the standards would be judged by the BHEL officer-in charge. The decision of BHEL shall be fixed and binding in such cases.
- c) **Penalty in case of Non-conformance with proper Uniform:** The contractor shall ensure that while on duty, his workforce (vending machine operator) put proper uniforms (including shoes) in distinctive color code and in neat and clean conditions issued to them by the contractor

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(Wearing of gloves and apron while performing their duty and not abiding by the same would attract an additional penalty of RS 500/- for that day). The same shall be deducted by the Company from the monthly bill payable to the contractor. In case the contractor's work force (vending machine operator) do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month.

- d) **Penalty in case of Misconduct/Misbehavior:** In event of any misconduct /misbehaviour by the staff Rs 200/- for that particular day shall be payable as penalty. Misconduct/Misbehavior includes use of abusive language, chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing physical assault of any kind etc. among others. In case of any re-occurrence of misconduct/misbehaviour reported then the contractor shall take suitable action including replacement of such workforce within 02 working days Further depending on the severity of the offence, BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion.
- 20) All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his manpower.
- 21) In case of any dispute, the decision taken by BHEL management will be final and binding on the contractor.
- 22) Successful bidders required to install vending machines in sufficient quantities at BHEL offices within 2 days of placing the LOA (Letter of Award), so that the services are being operational without any delay.
- 23) If it is found that bidder/contractor has provided any false information/documents at any stage, the same will lead to disqualification of the bidder/termination of contract and the bidder/contractor will be blacklisted by BHEL as per BHEL rules.
- 24) If the contractor or his workmen or employees (vending machine operator) shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor along with 30% departmental charges.

1) **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 techno-commercial offer.

Type under MSE	SC/ST 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.

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- a) MSE suppliers 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 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 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. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
 - b) There is no exemption of security deposit submission.
 - c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- 2) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation

26) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as follows:
- b) The total amount of Security Deposit will be 5% of the contract value.
- c) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

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- d) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- e) The security deposit will be released with-in month after successful completion of the contract subject to all recoveries/ penalties/ deductions as the case may be and on production of NO OBJECTION CERTIFICATE.
- 27) **TAX DEDUCTION AT SOURCE:** Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
- 28) **DEVIATION:** The bidder must comply with the tender specifications and all other terms and conditions of the tender. No deviation shall be entertained. Tender with deviation are liable to be rejected.
- 29) Material should be used of the mentioned brand only and the manufacturing date should be of latest month and in no case the manufacturing date should be more than three months to the consumption date only. All the consumables beyond the three-month period shall be removed immediately from the premises.

For example: -

Mfg. date	Consumption date
15 th Jan, 2017	15 th Apr, 2017

- 30) **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.
- 31) **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 and conditions.
- 32) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserve 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, then no such recovery shall be enforcing after three years of passing the final bill.
- 33) **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 difference or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of tendering of such services shall be the excepted matter and

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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 at Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

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

- 34) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, 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. If there is any stoppage of service in any area of the BHEL office at 3rd, 4th & 5th floor at Advant Navis Building Noida to either no supply of or poor quality of services/ material items, BHEL can also take necessary action including termination of the contractor after giving one-month notice in writing to the contractor.
- 35) If any information/ documents submitted by the contractor are found false/ fake at any stage, the tender will be cancelled and security money deposited shall be forfeited.
- 36) **LAWS GOVERNING THE CONTRACT:** The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/ Contract.
- 37) **JURISDICTION OF COURT :** Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
- 38) **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:** - If the service provider/ contractor fails to provide the required services as per the contract/ fails to deliver the goods or material or any instalment thereof with the period (s) fixed for such deliver or delivers goods or material not of the contracted quantity 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 the event of the death or insanity of if the seller/ contractor being an individual or if a firm or a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of this

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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 being a company is wound up voluntarily or by order of a court or a receiver, liquidator or manager, the purchaser without prejudice to his right to recovery 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 offer/ contract either in whole or portion thereof without compensation to the seller/ contractor and if the purchaser so desires, he may procure upon such terms and in such manners as he deems appropriate, stores/ services not so delivered or others of a similar description where stores/ services 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 and the seller/ contractor shall be liable to the purchaser for any excess costs provided that the seller/ contractor shall continue the performance of the order/ contract to the extent not cancelled under the provision of this clause. The seller/ contractor shall on no account be entitled to any gain on such repurchases. Cost of the purchases made by the Purchaser 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 purchase/ hired.

D SPECIAL TERMS & CONDITOINS:

- 1) Timely & prompt services with cleanliness of premises are the sole responsibility of the contractor.
- 2) The Contractor shall ensure proper conduct and behaviour of the workforce (vending machine operator) engaged by him in the BHEL offices and shall remove with immediate effect, the engagement of such person (s) who does/ do not conduct himself/ themselves properly or misbehave(s) with the regular employees/ personnel of the company in any place.
- 3) Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services; Compliance with statutory requirements; Safety consciousness Maintenance of staff in proper uniform.
- 4) The contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the contractor, the company shall intimate the same in writing to the contractor; however, if the performance of the contractor does not improve even thereafter, then the company shall have the right to terminate the contract at the contractors' risk and cost, by giving one month's notice. In addition, the company shall also have the right to forfeit in full, the security deposit deposited by the contractor.
- 5) In case of any dispute, the decision taken by BHEL management will be final and binding on the contractor.
- 6) This agreement shall be deemed to have become effective from the date of award, and will remain in force for a period of twenty-four months which can be further extended on the same rates, terms and conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract as will be decided later. However, this agreement

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shall be liable for termination earlier by the company at any time by giving one month's notice to the contractor without assigning any reason thereof and without prejudice to the rights of the company to recover any money becoming due under this agreement. In such a case, the contractor shall not have entitled to any compensation thereof.

- 7) **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the scope of job/ services as detailed in **Annexure-F1**.
- 8) The contractor shall visit the work premises of the company covered under this agreement twice a week minimum during the working hours and meet the company representative as a matter of routine for maintaining regular contacts and ensuring effective coordination's on all related issues of these agreements.
- 9) Successful contractor shall have to execute contract agreement on a non-judicial stamp paper of Rs. 100/-
- 10) The company shall have no direct responsibility/ liability in respect of the workforce (vending machine operator or anybody) engaged by the contractor under this agreement.
- 11) **SAFETY PRECAUTIONS (i)** All safety equipment as required for this contract are to be positioned by the contractor & used as per requirement. **(ii)** Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- 12) **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at Transit Flats at a suitable location for all the time during the contract period.

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Job/ services allotted to him s time to time.
- 2) Contractor to ensure that the workforce (vending machine operator) deployed by them in the premises of BHEL offices at 3rd, 4th & 5th floor at Advant Navis Building Noida are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The workforce (vending machine operator) deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 5) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 6) The contractor shall be held responsible for any damage/ loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipment, furniture etc. and loss of

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such things from the BHEL office premises) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the contractor.

- 7) The contractor shall handover a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 8) Contractor to provide employment card/ identity card with photograph duly verified and attested by the contractor to his workforce (vending machine operator). Contractor to indicate the name of the proprietary/ partnership firm/ company, place of work, contract number and duration of validity of card.

On Behalf of BHEL

Meena Thakran
(Meena Thakran)

Sr. Engineer (HR-GAX & ISMG)

UN-PRICE BID

Name of Job / Services : **RATE CONTRACT FOR TEA, COFFEE THROUGH VENDING MACHINE AT BHEL OFFICES (3RD, 4TH & 5TH FLOORS)**
AT ADVANT NAVIS BUILDING NOIDA.

NIT No. : AA:GAX:17:VM:101
 Period of Contract : Two Years from the date of placement of order.

Sl. no. (1)	Description (2)	Unit (3)	Qty (4)	Rate (5=7/1.12 for (i) & (5=7/1.18 for (ii) (in ₹)	GST @ 12% on sl.no. (i) & @ 18% on sl. no. (ii) (6(i) = 5 x 0.12) & (6(ii)=5 x 0.18) (in ₹)	Rate including GST (7=8/4) (in ₹)	Amount (8=A x 9) (i.e. 8=A x 0.846 for (i) & (i.e. 8= A X 0.134 for (ii) (in ₹)	Weightage Allocated (9)
(i)	Coffee/ Tea Cup	each	35,250.00					0.846
(ii)	Lemon Tea/ Green Tea Cup	each	5,250.00					0.134
A	Amount Per month (including GST) (A= B / 24) in ₹							
B	Total Amount Quoted for 24 Months (including GST) in ₹ (in fig.)							
C	Total Amount Quoted for 24 Months (including GST) in ₹ (in words)							

Note :

- The amount quoted in box B8 (in figure) and C8 (in words) above should be inclusive of all taxes & duties and paper cup 1st quality as applicable.
- Only fresh milk of FSSAI approved brand/ Mother dairy/ Amul should be used to make required Tea & Coffee.
- Overall L1 bidder will be decided based on the Total amount for 24 months including GST quoted in box B8 (in figure) and C8 (in words) of above table of price bid subject to clause no.
- The rates derived in col.5 of the "PRICE BID" would remain firm for the entire contract period of two years and the extended period (if any). However, any statutory variations on GST as and when announced by designated authority shall be admissible during the course of the contract announced by designated authority shall also be admissible during the course of the contract.
- Bidder must quote only in box B8 (in figure) and C8 (in words) of above price bid, rest all calculations will be back calculated accordingly as per descriptions mentioned in the respective columns.

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Sign & stamp of the bidder

TENDER ENQUIRY NO : AA:GAX: 17:VM:101**1) SCOPE OF WORK**

Successful bidder shall be required to supply tea, coffee made from fresh milk of FSSAI approved brand/ Mother dairy/ Amul through vending machines to BHEL at below mentioned offices on working days. To cater the need; the successful bidder required to install vending machines in sufficient quantities at below mentioned offices within 2 days of placement of work order/LOA. Required items is given below: -

(i)	a	Normal Tea	- Bru/ Nestle/ Coca Cola/ Coffee Day/ Tata/ Barista Lavazza/ Brook Bond/ Tajmahal/ Lipton any one
	b	Tea without sugar	- Bru/ Nestle/ Coca Cola/ Coffee Day/ Tata/ Barista Lavazza/ Brook Bond/ Tajmahal/ Lipton any one
	c	Cardamom Tea	- Bru/ Nestle/ Coca Cola/ Coffee Day/ Tata/ Barista Lavazza any one
	d	Coffee	- Bru/ Nescafe/ Nestle/ Coca Cola/ Coffee Day/ Cappuccino/ Espresso/ Barista Lavazza any one.
(ii)	e	Hot lemon tea	- Bru/ Nestle/ Coca Cola/ Coffee Day/ Tata/ Barista Lavazza/ Lipton/ Brook Bond any one.
	f	Green Tea	- Bru/ Nestle/ Coca Cola/ Coffee Day/ Tata/ Barista Lavazza/ Lipton/ Brook Bond any one

2) LOCATION OF WORK

Sl. no.	Locations
1	BHEL offices at 3rd, 4th & 5th floor at Advant IT Park Pvt. Ltd., Plot no.-7, Sector-142, Noida Expressway, Noida

- 3) Approx. 1800 cups per day are required and quantity may be increased/ decreased in future. This is a tentative figure and no guarantee for the minimum of same per day.
- 4) Price quoted should be inclusive of all taxes and duties as applicable. Prices quoted by the tenderer will be firm and no escalation on account of labour or material or any reason whatsoever will be paid to the successful tenderer for execution of the above job.
- 5) Tea/ Coffee shall be supplied by successful bidder in paper cups of 1st quality of size 150 ml. Tea/ Coffee quantity shall be 100 ml in a cup.
- 6) Contractor shall ensure that tea, coffee through vending machine (with operator) should be available during office working time (i.e. 09:00 AM to 05:30 PM).
- 7) Contractor is to ensure that the supplied raw material for tea, coffee & vending machine are of quoted brand only. The vending machine shall always be kept in neat, clean & hygienic conditions.

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TENDER ENQUIRY NO : AA:GAX: 17:VM:101

- 8) Contractor is to depute one operator with each vending machine from 09:00 AM to 05:30 PM for imparting requisite.
- 9) All input/ consumables required like equipment, materials etc. along with required manpower for preparing and serving the items will be arranged by contractor at his own cost. BHEL will provide space, water and electricity.
- 10) Repair and maintenance shall be in the scope of contractor only. Contractor shall carry out routine maintenance of the machines and would promptly attend any breakdown maintenance call. Maintenance, repair and replacement of machine for any reason will be the responsibility of the contractor and shall be notified to the BHEL.
- 11) The supplier must have FSSAI license and the product used should be FSSAI approved product only.
- 12) The manpower deployed by the successful bidder/ contractor should be polite and will behaved and shall be sufficient to cater the requirement. He/ they should be neat and properly dressed. Rude and discourteous behaviour of the operator will invite penalties and may also lead to cancellation of his entry pass and also termination of contract.
- 13) Contractor has to take all the responsibility of his employees working inside the company office premises. All the payment related issue of operator (minimum wages fixed by the govt. PF, ESI etc.) has to be taken care by the contractor itself and the contractor have to follow the rules pertaining to labour law of Govt. of India. BHEL will not be liable to pay any type of compensation of any accident of fatal injury etc. happens to contractor's employees. The contractor shall only be liable for the same.

M. H. Kesh
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BUSINESS RULES FOR REVERSE AUCTION**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject work with detailed scope of work as per our enquiry specifications, BHEL HOUSE, Sirifort, New Delhi-110049 may resort to 'REVERSE AUCTION PROCEDURE' i.e. ON LINE BIDDING THROUGH A SERVICE PROVIDER. The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed Reverse Auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite auction by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. In case of reverse auction, BHEL will inform the bidders the details of service provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the compliance form (Annexure-I) before start of Reverse Auction. Without this, the bidder will be to be eligible to participate in the event.
7. In line with the IT terms, BHEL will provide the calculation sheet (e.g. Price bid) which will help to arrive at "Total Cost to BHEL" for each of the bidder to enable them to fill in the price and keep it ready for keying in during the auction.
8. At the end of Reverse auction event, the lowest bidder value will be known on auction portal.
9. The lowest bidder has to fax/ email the duly signed filled in prescribed format for price breakup including that of line items, if required (Annexure-II) as provider on case to case basis to Service provider within two working days of auction without fail.
10. In case BHEL decides not to go for reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL's standard practice.

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11. Bidders shall be required to read the "Terms and conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction" which will be communicated before Reverse auction.
12. If the Bidder or any of his representative are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped, aborted.
13. The bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder(s) whose quote is highest in online sealed bid may not be allowed to participate in further RA process.
15. Reverse auction will be conducted on schedule date and time as decided by BHEL.

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30/01/2018

ANNEXURE-I
PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letterhead, sign & stamp before faxing)

To,

- M/s {Service Provider}
- Postal address

Subject : Agreement to the process related terms and conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & conditions for the Reverse Auction mentioned in the RFQ document for Rate contract for Tea, Coffee through vending machine at BHEL Offices (3rd, 4th & 5th floors) at Advant Navis Building, Noida. Vide NIT no. AA: GAX:17:VM:101 dated 31.01.2018

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction terms and conditions and the Business rules governing the Reverse auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also conform that, in case we become L1 bidder, we will e-mail/ fax the price conformation & breakup of our quoted price (including that of line items) as per Annexure-II within two working days of BHEL after completion of RA event, besides sending the same by registered post/ courier both to M/s BHEL and M/s (Service Provider).

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name-

Company/ Organization

Designation within Company/ Organization

Address of Company/ Organization

-Sign this document and Fax it to M/s (Service Provider) at (.....) prior to start of the event.

- Attach a singed copy of the RFQ document along with the Agreement form/ process compliance form and send to M/s (Service Provider).

M. Hekla
30/01/2018

TENDER ENQUIRY NO : AA:GAX: 17:VM:101

ANNEUXRE-II
RA PRICE CONFIRMATION BREAKUP

To,

- M/s {Service Provider}
- Postal address

CC : M/s BHEL

Subject : Final price quoted during Reverse Auction and price breakup.

Dear Sir,

We confirm that we have quoted Rs.***** for the item covered under tender enquiry no. AA:GAX:17:VM:101 dated 31.01.2018

Total price of the items covered under above cited enquiry is inclusive of all the taxes and duties including Service Tax.

The breakup of total amount is given in the Price format enclosed.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For.....

Name:

Company:

Date:

Seal:

I/We agree with the above,

Signature of the bidder with Seal

NHskan
30/01/2018

DECLARATION CERTIFICATE

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 Bidder)
With name, Designation & seal of the firm

Place :

Date :

I/We agree with the above.

Signature of the bidder with Seal

M. H. Khan
30/01/2018

No Deviation Certificate

(To be submitted along with Part-1 Bid)

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

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

(Signature & seal of the bidder)
With name, Designation & seal of the firm

I/We agree with the above.

Signature of the bidder with Seal

Mithokran
30/01/2018

FINANCIAL DETAILS OF THE BIDDER

TURNOVER (in ₹ Lakhs)	FY 2014-15	FY 2015-16	FY 2016-17

WORK EXPERIENCE DETAILS

S.No.	Name of Work	Period of Contract (in Years)	Date of Work Order	Value of Work (in ₹ Lakhs)	Name of Customer
1					
2					
3					
4					

I/We agree with the above.

Signature of the bidder with Seal

M. H. Khan
30/01/2018

BIDDER'S DETAIL

Sl. No.	Description	Details
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID	
8	PAN No.	
9	EPF Registration No.	
10	ESI Registration No.	
11	GSTIN	

I/We agree with the above.

Signature of the bidder with Seal

M. H. K. K. K. K.
30/01/2018

**CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. no.	Description of requirement	Yes/ No/ NA	Page no.
1	Details of work experience, satisfactory work performance certificates		
2	Copies of Balance Sheet and Profit & Loss Account statement of last three financial years i.e. FY 2014-15, FY 2015-16 & FY 2016-17		
3	Acknowledgement of IT return of last three financial years i.e. FY 2014-15, FY 2015-16 & FY 2016-17.		
4	Copy of PAN Card		
5	Cop of ESI registration certificate.		
6	Copy of GST registration certificate.		
7	Declaration enclosed at Annexure-F3		
8	No Deviation certificate enclosed at Annexure-F4		
9	Technical Details as per Annexure-F5		
10	Bidder's detail as per Annexure-F6		
11	All the pages of tender document have been signed		
12	Sealed envelope of price bid submitted		
13	Signed and Stamped Un- priced bid format (The bidder has to write "Q")		

I/We agree with the above.

Signature of the bidder with Seal

M. H. Khan
30/01/2018

PART-B "PRICE BID"

Name of Job/ Services : **RATE CONTRACT FOR TEA, COFFEE THROUGH VENDING MACHINE AT BHEL OFFICES (3RD, 4TH & 5TH FLOORS) AT ADVANT NAVIS BUILDING NOIDA.**

NIT No. : AA:GAX:17:VM:101

Period of Contract : Two Years from the date of placement of order.

Sl. no., (1)	Description (2)	Unit (3)	Qty (4)	Rate (5=7/1.12 for (i)) & (5=7/1.18 for (ii)) (in ₹)	GST @ 12% on sl.no. (i) & @ 18% on sl. no. (ii) (6(i) = 5 x 0.12) & (6(ii)=5 x 0.18) (in ₹)	Rate including GST (7=8/4) (in ₹)	Amount (8=A x 9) (i.e. 8=A x 0.846 for (i) & (i.e. 8= A X 0.134 for (ii) (in ₹)	Weightage Allocated (9)
(i)	Coffee/ Tea Cup	each	35,250.00					0.846
(ii)	Lemon Tea/ Green Tea Cup	each	5,250.00					0.134
A	Amount Per month (including GST) (A= B / 24) in ₹							
B	Total Amount Quoted for 24 Months (including GST) in ₹ (in fig.)							
C	Total Amount Quoted for 24 Months (including GST) in ₹ (in words)							

Note:

- The amount quoted in box B8 (in figure) and C8 (in words) above should be inclusive of all taxes & duties and paper cup 1st quality as applicable.
- Only fresh milk of FSSAI approved brand/ Mother diary/ Amul should be used to make required Tea & Coffee.
- Overall L1 bidder will be decided based on the Total amount for 24 months including GST quoted in box B8 (in figure) and C8 (in words) of above table of price bid subject to clause no.
- The rates derived in col.5 of the "PRICE BID" would remain firm for the entire contract period of two years and the extended period (if any). However, any statutory variations on GST as and when announced by designated authority shall be admissible during the course of the contract announced by designated authority shall also be admissible during the course of the contract.
- Bidder must quote only in box B8 (in figure) and C8 (in words) of above price bid, rest all calculations will be back calculated accordingly as per descriptions mentioned in the respective columns.

Handwritten signature
30/01/2018

Sign & stamp of the bidder