

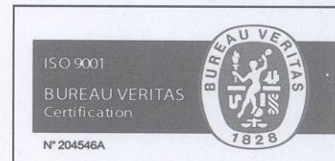


Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Human Resource Development Institute

PURCHASE DEPARTMENT



By COURIER SERVICE

Please Quote TENDER ENQUIRY No in all correspondence

NOTICE INVITING TENDER

Tender Enquiry Ref. No. MG/RG/PUR/009

Date: 30/10/2013

Tender Submission Date: 20/11/2013 (1300 Hrs.)

Tender Opening Date: 20/11/2013 (1600 Hrs.)

M/S

Sub: Local Courier Service at BHEL/HRDI, Noida

Dear Sir/Madam,

You are requested to submit your most competitive rates for Local Courier service for two years period as per Price Format/BOQ as given in **Annexure-I** to this enquiry letter read in conjunction with the following which constitutes the tender documents in totality, duly sealed, so as to reach this office at BHEL/ HRDI, Noida on or before **20/11/2013 (1300 Hrs.)** in the manner explained below:

1. BOQ/Price Format: **Annexure-I**
2. PRE QUALIFICATION CRITERIA : **Annexure-II**
3. Special Terms & Conditions : **Annexure-III**
4. General Terms & Conditions: **Annexure-IV**
5. No Deviation Certificate: **Annexure-V**

You are advised to visit our office at the address indicated below for inspection of the premises, layout, Scope, Working Condition and your assessment of resource deployment etc. prior to submission of your offer. **Submission of your quotation shall be construed as acceptance to all the Terms & Conditions of the tender enquiry and No Deviation shall be entertained.**

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed, **Part-I: Techno Commercial Bid** and **Part-II: Price-Bid**. Each cover should also indicate the Tender No., Due date & Time as mentioned above.

Cover-I / Part-I: Techno Commercial Bid: Please submit all information on Qualifying Requirements, copies of documentary evidence as asked for, original copy of tender documents with unpriced copy of Annexure-I duly signed and stamped on each page as token of your acceptance to the tender conditions, your commercial terms and conditions. The cover to be properly sealed.

Cover-II / Part-II: Price-Bid:

One copy of your price details in the prescribed Price-Format (Annexure-I) should be enclosed in Cover-II, duly sealed.

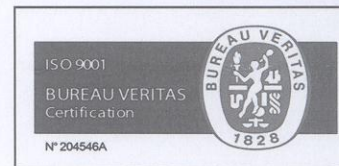


Bharat Heavy Electricals Limited

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Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 30/10/2013

These two separate covers (Cover I & II) shall together be enclosed in a third envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office.

**SR. MANAGER (HRD & ADMIN-PUR)
BHARAT HEAVY ELECTRICALS LIMITED
HUMAN RESOURCE DEVELOPMENT INSTITUTE (HRDI)
HRD & ESI BUILDING, PLOT NO.-25, SECTOR-16A,
NOIDA – 201301 (U.P.)**

The quotation should reach this office latest by **1300 hrs on 20/11/2013. Part-I, comprising Techno Commercial will be opened at 1600 hrs on 20/11/2013** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Cover-I containing Part-I / Techno Commercial Bid will be opened first. Part-II / Price-Bid of only those parties who qualify in the techno-commercial bid will be opened later, for which separate intimation will be sent in due course of time.

It may be noted that in the event of order, security deposit, as due, shall be collected from the successful bidder.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms available on BHEL website www.bhel.com.

Amitabh Jha
30/10/13

AMITABH JHA

SR. MANAGER (HRD & ADMIN-PUR)

Encls:

1. BOQ/Price Format: **Annexure-I**
2. **Pre-Qualification Criteria : Annexure-II**
3. Special Terms & Conditions : **Annexure-III**
4. General Terms & Conditions: **Annexure-IV**
5. No Deviation Certificate: **Annexure-V**

ANNEXURE – IPrice Format for Local Courier Service.

| SL. NO. | Descriptions | Monthly Charges (INR) | Amount for Two Years (INR) |
|---------|---|-----------------------|----------------------------|
| 1 | a. Collection of Finance related documents like files, letters, Vendor's bills etc. their entry in separate dak register at BHEL, HRDI, Noida and delivery at BHEL, Asiad office, New Delhi & Corporate Finance at Advent Navis Business Park Sec-142, Noida and vice versa (including cheques of HRDI) and taking their acknowledgment signatures from the authorized BHEL officials. This service will also include collection and delivery of other important documents between these two destinations plus those between HRDI and BHEL offices at Lodhi Road. | (In Figures) | (In Figures) |
| | | (In Words) | (In Words) |
| | b. Post office duty (collecting letters, postal dispatch from HRDI and getting them dispatched including Registered Post/Speed Post and submitting their receipts to BHEL) and depositing telephone bills(BSNL) and submitting receipts. | | |
| | | | |
| | Service Tax (in %age), if applicable |% | (In Figures) |
| | | (In Words) | |
| | TOTAL | (In Figures) | |
| | | (In Words) | |

Amir Datta
30/10/13

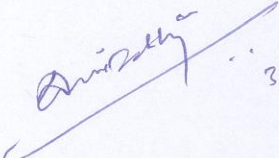
Phone No. / Fax No.

E-mail address :

Annexure-II

PRE QUALIFICATION CRITERIA (PQC) FOR LOCAL COURIER SERVICE

1. Bidder must submit documentary evidence of PAN No. in the name of the company or proprietor.
2. Bidder must submit "No Deviation certificate".
3. Past experience of similar services (Messenger Services) for two years.

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Annexure-III

Special Terms and Conditions for local courier services.

1. Messenger should collect Post from BHEL – HRDI Noida between 10:00 AM – 11:00 AM on all working day of BHEL.
2. Messenger should deliver Post of BHEL – HRDI Noida from other offices & Post office between 3:00PM – 4:30PM on all working day of BHEL.
3. Penalty:- In case of absence from service payment for that day on prorata basis additionally INR 150.00 will be deduced per day on account of any such absence.
4. The payment shall be made on monthly basis after verification of the bills.

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Annexure-IV

GENERAL TERMS & CONDITIONS

1. This tender specification as a whole furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE NOTICE INVITING TENDER (NIT).
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete or shall require clarification on any of the technical aspects – scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work / environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. Tenderers must fill up Deviation statement and price bid separately.
9. The tenderers shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
10. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

11. EVALUATION CRITERIA

Work will be awarded to overall L1 party.

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12. VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A PERIOD OF **THREE** MONTHS FROM THE DATE OF OPENING OF TENDERS.

13. EXECUTION OF CONTRACT:

The successful tenderers responsibility under this contract for 2 years commences from the date of receipt of Letter of Intent (LOI)/ Work Order by **Bharat Heavy Electricals Limited**. The successful tenderers shall be required to complete the job within 15 days from the date of receipt of LOI/ Work Order.

14. SECURITY DEPOSIT:

14.1 Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs. 10 Lakhs: 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh+7.5% of the amount exceeding Rs. 10 lakhs.

The security deposit shall be deposited by the successful tenderer before start of the work by him. The Security Deposit shall remain valid till 6 months from the date of completion of the work without carrying any interest. If the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of Security Deposit shall be immediately deposited by the contractor or recovered from payment due to him. BHEL reserves the right of forfeitures of Security Deposit in addition to other claims and penalties in the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

14.2 Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should held in name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled banks/Public Financial Institutions as defined in the Companies act. The Bank Guarantee format should have the approval of BHEL.

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- vi) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50 % may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.)

- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.

- ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner of the collection of interest or renewal of the documents or in any other matter connected therewith).

15. RETURN OF SECURITY DEPOSIT:

Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to satisfactory completion and passing of final bill.

16. REJECTION OF TENDER AND OTHER CONDITIONS

- 16.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 16.2 To reject any or all of the tenders: If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.3 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.4 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.

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- 16.5 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 16.6 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.
- 16.7 The successful tenderers should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 16.8 No deviations to the tender condition will normally be accepted.

17. MODE OF PAYMENT

- 17.1 Rates/Prices are to be quoted only on the Price Format Annexure-I and these shall be FIRM and fixed till the entire works executed. Rates/Prices should take into account all exacts & expenditure incidental to the works and Rates/Prices should be on **F.O.R. HRDI, at Noida basis.**
- 17.2 Payments to the contractor shall be made by NEFT. Contractor shall be required to provide relevant details/documents for the same. Payment shall be released full & final after completion of work as mentioned in scope of work duly certified by authorized representative of BHEL. Payment will be as per the actual measurement of the work done. All statutory deductions shall be made by BHEL while releasing the payment.

18. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

- i. To get the work/services done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work/services as stipulated in the contract, poor quality of work/services, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work/services without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.
- ii. To withdraw any portion of work/services and/ or to restrict/alter quantum of work/services as indicated in the contract during the progress of work/services and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments.
- iii. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work/services done through other agencies in addition to liquidated damages in the event of:
 - a. Contractor's continued poor progress.

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- b. Withdrawal from or abandonment of the work/services before expiry of rate contract.
- c. Corrupt act of the contractor.
- d. Insolvency of the contractor.
- e. Persistent disregard of the instructions of BHEL.
- f. Assignment, transfer, subletting of the contract work/services without BHEL's written permission.
- g. Non- fulfillment of any contractual obligations.
- iv. To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- v. To claim compensation for losses sustained including BHEL's supervision charges and overheads. In case of termination of contract by contractor, and to levy liquidated damages for delay in completion of work/services, penalty as per clause 2 of Annexure-VI.
- vi. To determine the Contract or to restrict the quantum of work/services and pay for the portion of work/services done in case BHEL's contract with its customer is terminated for any reason.
- vii. To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- viii. To restrict or increase the quantity and nature of work/services to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- ix. To deploy BHEL's skilled and semiskilled work/servicemen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- x. While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work/services due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- xi. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

19. CONSEQUENCES OF CANCELLATION

- i. Whenever BHEL exercise its authority to terminate the contract /withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of penalty as per relevant clauses.
- ii. In case BHEL completes the work under the provisions of this clause, the cost of such completion is to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and /or labour provided by BHEL

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with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

20. INSURANCE

- 20.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work. The work will be shall also insure his staff against accidents. Documentary evidence of insurance policy to be submitted to BHEL.
- 20.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 20.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

21. ARBITRATION

- i. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

- ii. The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause 11 (i) hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.

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30/10/13

Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 30/10/2013

ANNEXURE-V

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

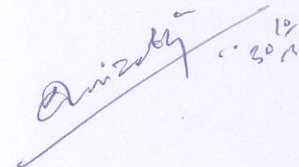
**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:

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