

TENDER ENQUIRY

Ref: No:RD:ADX:09

Date: 20.11.2010

1. Quotations are invited for a 2-part bid from suitable contractors for executing the following jobs: **Distribution of Dak within the Labs/Deptts, Filing, Hospitality services in office, shifting, Contingencies**, etc. The Part-1 of quotation (Technical-cum-Commercial Bid) should contain technical details of above work and the following:
2. (a) Copies of Valid labor licence, PF, ESI, Service Tax Registration, PAN No., IT Returns for one year and Solvency certificate for a value of minimum Rs.8 Lakhs.

(b) Agreement as per BHEL MODEL CONTRACT Rules to comply with commercial Terms and conditions, Contractor's Obligations, the formats of which can be downloaded from the website or can be collected from our office.
3. The Part-2 of quotation (PRICE BIDS) should be as per Annexure-A.
4. All enclosures should carry signature and seal of the contractor.
5. **46 units of work are to be carried out per day. Out of this, 38 units of work (Category A) may be carried out by unskilled workers, 5 units of work(Category B) may be carried out by semi skilled workers and 3 units of work (Category C) may be Carried out by skilled workers as per Annexure – A. Contractor shall engage manpower presently being used by the existing contractor. Every day, the contractor has to carry out 46 units of work.** If on any particular day, any particular work was not carried out, proportionate reduction in payment will be made from the contractor's bill.
6. EMD of Rs.2.00 lakhs has to be paid by each tenderer along with the quotation in the form of a crossed DD/banker's cheque in favour of "BHEL R&D Hyderabad". The EMD shall be returned to unsuccessful bidders after finalization of the contract. Quotations without EMD of Rs. 2.00 lakhs will be rejected summarily. No interest will be paid on the EMD.

Security deposit at applicable rates of one year contract value has to be paid by the successful bidder before taking up the job.

One year contract value
Above Rs.50 Lakhs

Security deposit
Rs.4 Lakhs + 5% of amount exceeding Rs.50 Lakhs

Security deposit has to be deposited before start of the work. It is an interest-free deposit, which will be returned after 1 month from the end of the contract.

7. Quotation should be offered in the form of unit rate for the 3 categories mentioned above by filling out **Annexure A** and enclosing it with the quotation.

The Contractors are required to pay the government minimum wages, DA applicable on the minimum wages from time to time, rise in minimum wages, PF, ESI, minimum Bonus @ 8.33%, service tax, cost of 2 pairs of uniform with logo, 1 pair of shoes & socks, ID badges etc.

Accordingly, the contractors are requested to take these items into consideration including future hikes while quoting the unit rates.

BHEL will not entertain any change in mutually agreed unit rates during the tenure of the contract, for any reason whatsoever (due to rise in DA, minimum wages, rise in statutory payments etc).

8. The latest solvency certificate for a minimum of Rs.8 lakhs has to be submitted by the contractor.
 9. Contract will be awarded on an **overall L1 basis**. The contract period will be **2 years From 01.01.2011 to 31.12.2012**.
 10. Please submit your offers (after going through the Annexures), in sealed covers, superscribed with the enquiry No.RD:ADX:09 **on or before 14.12.2010 by 12.00 Noon**. The envelopes should be dropped in the box provided at the Gate at the inside entrance of BHEL R&D. **The technical bid will be opened on the same day at 2 PM**. The date of opening of the price bid will be intimated later after technical scrutiny, to those who are technically qualified.
- 8) BHEL R&D reserves the right to reject tenders not meeting its specifications.
- 9) Please visit our website www.bhel.com for all details.

(S.SATYANARAYANA)
Sr.Manager(A, T, S & F)

ANNEXURE - A

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE R&D DIVISION: : HYDERABAD

ADMINISTRATION DEPARTMENT

Working Sheet

Nature of Contract:- Distribution of Inter-Departmental Dak, Filing, Hospitality Services, Shifting, Contingencies etc.

Measurement of work and payment thereof:-

Category	Activities	Unit Rate
A	1. <u>Dak Distribution:-</u> Distribution of files, papers, documentation etc., from one dept to another dept, within the labs and Administrative Building, etc:	
	Within 100 mt radius (i.e within Section)	
	Between 100 to 500 mts radius (one dept to another dept.)	
	More than 500 m radius (within the unit, labs, Admin, Bldg, etc)	
	2. Filing Activities	
	Upkeep of Computers & Accessories, Equipment etc., and shifting of furniture	
	3. <u>Customer Hospitality</u>	
	Preparation of tea to the customers (internal & External). Material will be supplied departmentally	
	Tea & Snack, Distribution (includes tea to be collected from canteen and served)	
Serving Drinking Water		
Contingent type of works		
B	4. In addition to the above work, the works to be carried out are: Assistance in shifting, assembly, dismantling, movement of equipment, filing, painting of project material etc.	
C	5. To carry out any skilled labour work.	

Work carried out by one person in 8 Hrs = 1 unit
 No. of units of work required per day = 46 Units
 No. of units of work per year = 46 x 306 days = 14076

A = Unskilled worker category
 B = Semi skilled worker category
 C = Skilled worker category

(Signature)
Seal

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. **The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.**
2. The contractor shall maintain regular contact with the designated employees(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory Obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. **The contractor shall deposit an amount of applicable security deposit with BHEL in the form of pay order / bank guarantee/FDI in the name of contractor A/c – BHEL duly pledged in favour of BHEL and discharged on the back.** Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non deposit of statutory dues, etc. **No interest shall be payable on the security deposit.**
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Ranga Reddy District Courts, AP.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. **The contract will commence on 01-01-2011 and will remain valid for a period of 2 year(s) i.e., till 31-12-2012.** The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there-under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Ranga Reddy District Courts, AP.

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

- a) Contractor shall deploy 46 workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate to such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualifications, experience, etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the jobs.
- e) Contractor should issue appropriate appointment letters to the employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/ company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employees immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances will the contractor deploy any casual employee to carry out the job nor shall he sub-contract the job without prior written permission.
- i) Contractor will keep a watch on his employees and he will be liable for any pilferage or loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) Contractor has to provide a distinct uniform different from BHEL employees. The uniform should have a logo of the contractor's firm/ company. The uniform shall be kept in a neat, tidy and wearable condition. Wherever necessary, the cap shall be an integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case the contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary, the contractor may take insurance policy of his men, material, equipment and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under the Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, the Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1956, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFCL.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wages slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees/equipment, tools and tackles etc. and take third party risk insurance coverage at pilferage of his property and/or his employees.
- m) Contractor should have independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours,

prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules et.

- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license from appropriate government under CL(R&A) Act, 1970.



RD:MPX:F-20

General Terms and Conditions of Enquiry & Contract for the Purchase of Goods/ Services

1. The quotation and any order resulting from this enquiry shall be governed by these General Terms and Conditions of enquiry and contract for the supply of goods and the supplier quoting against this enquiry shall, unless specifically stipulates any different terms or conditions, be deemed to have read and agreed to the same.
2. Sealed quotations in double cover with tenderer's distinctive seal, superscribing enquiry number, date and due date are to be submitted so as to reach on or before due date & time, addressed to **Additional General Manager(MM) and Head, Bharat Heavy Electricals Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad, Andhra Pradesh, India – PIN-500 093, India.**
In the case of **Two-part bid**, each inner cover shall clearly be labeled as a) **Technical & Commercial Bid** containing technical data/ drawings/ catalogues/ quality plans along with commercial terms and conditions & copy of the price bid with the price columns left blank (unpriced price bid), b) **Price bid** containing prices quotes. Installation and/or Commissioning charges shall be spelt out in absolutely lucid terms, taking into account total charges, rather than quoting vaguely, such as charges per man-day or charges per engineer per day etc. **If the price bid was found later to be different from the unpriced price bid in any way, the offer will be rejected summarily.**
3. **Tender/ Technical bid Opening:** Unless specified otherwise, tenders/ technical bids will be opened on appointed date and time as mentioned in the enquiry or as communicated changed date/time, if any, in the presence of such of those tenderers who may be present.
4. **Late Tender:** Tenders received after tender opening time shall be treated as late tenders and normally they may be rejected.
5. The Quotation should be free from overwriting and erasures. Corrections and additions, if any, must be attested. Supplier should indicate in the quotation dimensions (Size), weight, rate etc., in the metric system unless the enquiry calls for different unit.
6. **Validity of Quotation:** All quotations shall be kept open for acceptance for a period of ninety days from the date of opening of Tenders/ Technical bid and this shall be deemed to be an express condition of all quotations. The rate shall be quoted in both figures and in words.
7. In the case of Two-part bid, the vendor should furnish technical clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
8. **Revision of Pricebid:** In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise and submit their latest price bid, then BHEL reserves the right to open their original / previous price bid also while evaluating revised bid.
9. **Pricebid Opening:** Unless specified otherwise in the enquiry, the Price bids of technically qualified vendors shall be opened with prior intimation in the presence of such of those tenderers who may be present.
10. **Conformity to Specifications:** The material should be of the best quality and shall be conforming to our specification given in our enquiry. Unless otherwise agreed upon by BHEL, no payment shall be due by BHEL in respect of any sample. Offers without details of specifications/ applicable catalogues will not be considered and are liable to be rejected.
11. **Terms of Delivery:** All suppliers shall quote the lowest prices on ex-works and FOB/FCA basis. Foreign suppliers will also indicate their Indian agent's name and address with percentage of agency commission out of the quoted price, if any. Name and Address of the supplier's Bankers address should also be given. Indian suppliers for the indigenously manufactured/ imported stock shall quote on Ex-works /Free-on-Rail/Road /FOR-destination basis, indicating packing & forwarding charges, if any, separately.
12. **Taxes and Duties:** Unless specified otherwise in the enquiry, BHEL do not provide "C" Form as it is engaged in R&D. All Indian suppliers shall clearly mention current Sales Tax/ VAT, Excise Duty, and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/ percentage, item-wise clearly. It will be paid only if Registration Number under State(TIN)/ Central Sales Tax or Service Tax is specifically mentioned in the Bill/Invoice. Vendors without a Sales Tax/VAT registration and applicable Service Tax registration will not be considered.
13. **Insurance:** Insurance will be arranged by BHEL in case of Ex-Works as well as FOB basis supplies.
14. **Terms of Payment:** Full payment will be made within 30 days after receipt, inspection and acceptance of the material (and where involved, Erection and commissioning of the material/ equipment at BHEL/Destination) through Electronic Fund transfer (RTGS/NEFT/SEFT) with bank charges, if any, to the supplier's account. For foreign suppliers, the preferred payment term will be on Sight Draft basis and bank charges inside India will be to BHEL account and outside India will be to supplier's account.
15. Suppliers shall quote competitive price and best delivery for all the items mentioned in the enquiry. BHEL reserves the right to reject partial quotations and to place order on overall landed cost basis. Correct date of effecting supplies in the event of an order should be indicated in the offer. If the supplier's quoted terms are different from BHEL standard payment terms (Refer #14 above), interest @11% per annum (or as indicated in the enquiry) will be loaded to the quoted prices for difference of payment period.
16. **Packing:** The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit and indicate packing charges, if any, separately.
17. **Contract will be awarded on overall L-One Basis only**
18. In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A true copy of Rate contract signed by the supplier should be sent with the quotation.
19. **Inspection:** On receipt, the goods shall be subjected to inspection and also test, if necessary, and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
20. **Penalty for late delivery:** The time stipulated for delivery of goods shall be deemed to be the essence of the contract and delivery must be completed within the stipulated date/s. In the event of supplier's failure to supply the goods by the stipulated date/s, a penalty of ½% per week for the delayed no of weeks or part thereof for the undelivered portion of PO subject to a maximum of 10% of total order value shall be levied at the discretion of BHEL.
21. **Withdrawal from the Contract:** In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
22. **Guarantee/ Warranty certificate and Manufacturer's Test report:** Invariably in all cases where it is so stipulated, the supplier should furnish Guarantee/ Warranty certificate valid for a period of 18 months from date of supply or 1 year from the date of receipt, acceptance and commissioning (or more, if provide by oem) whichever earlier and manufacturer's Test report along with the goods, failing which, BHEL shall have the right to reject the goods.
23. All ferrous/ non-ferrous items shall be colour coded as per bureau of Indian standards/ or IS standards/ BHEL Standards.
24. **Recovery of Dues:** BHEL shall recover any amount due from the supplier or any amount outstanding to the credit of the supplier with BHEL R&D unit or any other BHEL unit(s) and/or by legal action.
25. **Arbitration & Forum for Legal Proceedings:** All disputes arising in connection with indigenously/ foreign supplies shall be settled through arbitration held at Hyderabad, AP, India and arbitration shall be appointed by Arbitration Tribunal of the Federation of Andhra Pradesh Chambers of Commerce and Industry, Hyderabad, AP, India. The Courts at Ranga Reddy District, AP, India shall have jurisdiction in respect of any suit or other legal proceeding arising from or relating to this contract

The rights and remedies of BHEL stated in these General terms and conditions shall be in addition and supplemental to its rights and remedies under law and custom or usage of trade or business and shall in no way be deemed to limit, curtail, supercede or derogate from its said rights and remedies.