

Tender Document for Service Contract ref. BHEL/PC/HR/SC/01-2012

BHEL-Piping Centre, a Public Sector Undertaking is in need of Chennai based service provider, who can carry out outsourced non-core technical jobs of about 40 identified projects. Tender document contains two parts i.e. Technical bid and Price bid.

Part- A: Technical Bid.

Technical Requirement:

1. Service providers should be able to complete outsourced jobs with respect to reading engineering drawing, working in AutoCAD, processing bills, documentation, working in SAP and other works outsourced by BHEL-Piping Centre from time to time.
2. Should be able to complete the outsourced job within the time frame decided by BHEL - Piping Centre.
3. Should be able to provide service without any interruption.

Statutory Requirement:

Service provider should necessarily fulfil the following statutory requirements, to participate in the tender.

1. Service provider's office/company should be a registered firm.
2. Service provider should have separate ESI and PF code.
3. Service provider should have PAN and Service Tax no.
4. Service provider should comply with Minimum Wages Act 1948, Payment of Bonus Act 1965, ESI act, PF and miscellaneous act and other related labour laws applicable (as and when announced) to the services to be provided.

Tenure of Contract:

Contract will be awarded to the L1 service provider for a period of 2 years. After 2 years, contract will be extended for a further period of one year, provided the existing service provider gives consent for accepting the extension of contract with the same terms and conditions stipulated at the time of initial contract awarding.

Earnest Money Deposit:

Earnest Money Deposit (EMD) of Rs. 1, 50,000/- shall be paid by the way of Demand Draft in favour of BHEL-Piping Centre, along with the tender documents.

1. EMD shall not carry any interest.
2. EMD by the tenderer will be forfeited, if
 - (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - (ii) the tenderer does not commence the work within the period as per LOI/contract. In case the LOI or contract silent in this regard, then 15 days after award of contract.
3. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

Security Deposit:

Security Deposit shall be collected from the successful tenderer for the amount of Rs. 4 Lakhs plus 5% of contract value exceeding 50 Lakhs before the start of work. Alternatively, the successful tenderer can also pay 50% of security deposit on award of the contract and balance amount of Security Deposit shall be recovered at the rate of 10% from the running bills.

EMD of the successful tenderer can be converted as Security Deposit and adjusted against the Security Deposit. Security Deposit shall not carry any interest.

Statutory Liability:

BHEL-Piping Centre has the privity of the contract with service provider only and the instructions with respect to contract will be given to service provider or his authorised representative. The relationship of BHEL-Piping Centre with service provider will be of independent entities and nothing herein contain will amount to Partnership, Joint Venture or an Employer-Employee relationship.

Service provider cannot claim permanency of outsourced jobs in BHEL-Piping Centre.

The decision of BHEL-Piping Centre on the interpretation of terms and conditions and other requirements & instructions of this contract is final and the same is binding on the service provider.

Arbitration and Governing Law:

All disputes or differences arising out of or in connection with the contract shall be settled through 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 Chennai. The award to be given by the Arbitration shall be a speaking award. All disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Chennai Courts.

Submission of Bills:

Bill shall be submitted every calendar month to HR department, for the work completed only.

Payment Terms:

1. Every calendar month, on receipt of bill for completed jobs by Service provider, bill will be processed within 15 days.
2. Service provider necessarily have to make all statutory payments like PF,ESI etc., and on verification of those payments made by service provider only, BHEL-PC will process service providers' bill for a particular month.
3. Payment mode will be through RTGS only.

4. Necessary details for RTGS payment to be provided to Finance department by the service provider at the time of awarding the service contract.
5. Payment will be made only for those projects, for which the complete/part work has been done during the month and for the actual days of work for the project.
6. Unpaid statutory levies, duties, if claim is represented by the authorities, will be recovered from running bills for payment to the authorities.

Part –B: Price Bid.

1. Only technically qualified tenderers' price bid will be opened.
2. Quote the service cost per project in the price bid as per prescribed format strictly. Service tax, VAT as applicable also to be indicated in the quotation. The same can be specified separately, but the total cost necessarily to be inclusive of all the tax/taxes as applicable.
3. L1 service provider will be decided based on the total cost to BHEL per project per month basis.

Terms and Conditions of the contract:

1. Tender submission after the due date will not be accepted.
2. Decision of no. of projects to be outsourced solely on the rights of BHEL-Piping Centre.
3. All the outsourced jobs are temporary and to meet the present project loads.
4. Sub-contracting in either part or full as a project is not permitted.
5. If the tender is incomplete and not meeting the requirements, BHEL-Piping Centre reserves the right to reject the tender at any stage or need not awarded contract.
6. Security Deposit will be refunded on successful completion of contract.
7. Security Deposit will be forfeited in full, if the service provider does not successfully complete the contract.
8. BHEL-Piping Centre has the right to make any amendments in the tender notification, at any point of time, during the tendering period. All the parties interested in submitting tender, must update themselves w.r.t the amendments, by visiting www.bhel.com.
9. Service provider should identify an exclusive person, who will be the single point contact for BHEL –PC and fully coordinate within their firm to translate the total technical requirements and ensure timely completion of outsourced jobs and documentation as needed by BHEL-PC.
10. Outsourced jobs to be carried out under an identified coordinator of the service provider firm.
11. Each project to be handled distinctly.
12. All agencies to ensure fulfilment of statutory requirements. Any tenderer who does not fulfil the statutory requirements will be disqualified from participating in the tender.

Submission of Tender:

Response to the tender notification, **to be submitted in two parts** i.e., Technical Bid and Price Bid separately, strictly in the enclosed proforma only.

Covers should super scribe “Technical Bid for Service Contract” and “Price Bid for Service Contract” & both the covers should be sealed and submitted separately.

Tender document to be submitted to the following address:

Sr. Executive / HR

No. 80, G. N. Road,

BHEL-Piping Centre,

T. Nagar, Chennai- 600017.

The last date for submission of Tender Document : 20th February, 2012 till 14 HRS

Date of opening of Technical Bid : 20th February, 2012 at 14:30 HRS

Date of Price Bid opening will be intimated after the scrutiny of Technical bids.