



BHARAT HEAVY ELECTRICALS LIMITED
Regional Operations Division
MUMBAI- 400 005

RE:MUM:HRD:OA:0284

Dt: 12.02.2013

NOTICE INVITING TENDER (NIT)

Sub: Tender For Data Entry Services

Offers are invited for data entry services in BHEL ROD Mumbai for a period of **six months** from date of issue of contract. The contract can be **extended** for a further period of six months on the same terms and conditions on mutual consent. Approximate Monthly Quantum of work given below is for one section/department, actual work may vary from section to section. Monthly quantum of likely work for each section is shown below.

The tender documents are available in our office without payment of any fees between 12.02.2013 (9.30 a.m. to 5.00 p.m) to 04.03.2012 (upto 2.00 p.m) on all working days. Your offer as under must reach the undersigned in a sealed cover latest by 04.03.2012 (2.30 p.m.). The technical bids shall be opened on 04.03.2012 (3.00 p.m.)

Scope of Work for one month:

Data Entry:

In Computers	500 records
In Registers	375 records
<u>In Documents/forms/Performa</u>	<u>250 records</u>
Total Records	1125 records

Typing:

Letters / Notes	075 No
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Filling / Retrieving of documents 500 records

Mailing / Dispatch / Forwarding notes 375 records

**Preparation / Verification of Statements/
Checklists / Reports** 100 records

Any other activities assigned from time to time

Job is to be carried out for **three** sections at present. Actual no. of sections for data entry operations may be increased or decreased from time to time by BHEL, by prior intimation.

1.0 GENERAL TERMS AND CONDITIONS

The following terminology shall have the meaning hereby assigned to them except where the context requires otherwise:-

14th / 15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai- 400 005.

Phone: 2217 1200; Fax: 2215 1460.

Regd. Office: BHEL House, Siri Fort, New Delhi- 110 049

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India.
- 1.2 “COMPANY” shall mean BHEL or vice –versa in any context used in tender documents.
- 1.3 “CONTRACTOR” shall mean the individual, firm or service provider who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.4 “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer.
- 1.5 Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 “TENDER SPECIFICATIONS” shall mean the Special Conditions, Technical Specifications, Appendices, for which the tenderer is required to submit his offer.
- 1.7 “APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
- 1.8 “SINGULAR AND PLURAL” etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 3.4 “BIDDERS” shall mean parties participating in the tenders.

2.0 COMMENCEMENT OF WORK:

The Contractor shall commence the work on specific intimation from BHEL in writing and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Security Deposit will stand forfeited without prejudice to any and all of BHEL’s other rights and remedies in this regard.

3.0 STATUTORY OBLIGATIONS OF CONTRACTOR

1. The employees of contractor deputed to BHEL by the contractor shall be engaged on the rolls of contractor. They shall be issued a proper letter of appointment. Their names must appear in the muster rolls of contractors.

2. All statutory requirements under Minimum wages Act, 1948, Payment of Wages act, 1936, Workmen compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act 1948, The Contract Labour regulation and abolition act 1970, Payment of Bonus Act, 1965, Income tax Act, Service Tax Act, and all other applicable laws/ Acts has to be complied by the contractor.
3. The contractor has to submit yearly PF Statement and copy of ESIC card as proof of complying with the PF & ESI act respectively. He will also have to submit money deposit Challans of PF, ESI & Service tax to contract administration department in BHEL along with his monthly bill and as & when demanded by BHEL. In case of non compliance of above BHEL reserves the right to pay taxes/statutory dues directly to concerned authorities/Govt. department for which money will be recovered from the bills payable to contractor.
4. The personnel deployed by contractor for services in BHEL shall be fit and free from Diseases.
5. Persons deployed by contractor in BHEL, should wear uniform & shoes to be provided by contractor.

4.0 INVOICES AND PAYMENTS

- 4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. Contractor along with their bills shall submit copies of receipt for payment made towards PF & ESI remittances.
- 4.2 In case the Contractor is required to undertake any work not defined in the contract, the amount payable shall be mutually settled.
- 4.3 Bills complete with necessary documents for the calendar month shall be submitted by 7th of next month. Payments shall be released within 15 working days on submission of complete and clear documents. TDS shall be deducted as applicable.
- 4.4 Work given should be completed promptly to the satisfaction of BHEL and should be signed by the representative of BHEL. Work completion certificate issued by each department, shall be attached to the invoices while submission of the same.
- 4.5 Taxes: Statutory taxes applicable, shall be payable at the statutory rates, upon claiming the same with proper documents.

5.0 RIGHTS OF BHEL:

BHEL reserve to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 5.1 To terminate the contract after due notice and forfeit Security Deposit and recover the

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loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of:

- a. Withdrawal from or abandonment of the work before expiry of the contract.
- b. Corrupt or illegal act of the Contractor.

5.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.

5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

6.0 Contractual obligations of contractor:

6.1 BHEL will have privity of contract with the contractor only. BHEL will have nothing to do with or be concerned with employment of employees working for the contractor.

6.2 Contractor shall maintain appropriate records as per relevant laws, for the employees deployed to carry out the job(s).

6.3 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 contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation wherever applicable.

6.4 The Contractor shall be solely responsible to comply with all Statutory rules, Regulations etc., and obtain necessary permits / approval from the local Governing Body, Police & other concerned Authorities as required under law.

6.5 The Contractor shall be solely responsible to pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or any other charges that is leviable on account of operation of this contract in part or in full.

6.6 Contractor should issue monthly pay slip to employees deployed and has to provide PF statement and ESI cards to them.

7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

7.1 All safety rules & codes applicable to BHEL staff shall be observed by the Contractor and his workmen without exception.

7.2 The Contractor shall be solely responsible for the safety of the equipment & materials being used by him or his employees.

8.0 ARBITRATION

8.1 GM- ROD, Mumbai or any officer nominated by him shall be the sole arbitrator should there be any disagreement or dispute between the contractor (including employees) & BHEL.

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8.2 The Contractor shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

9.0 LAWS GOVERNING THE CONTRACT:

9.1 The contractor shall be governed by the Indian Laws applicable as on date and only courts in Mumbai shall have the jurisdiction over this contract.

9.2 The contractor shall be solely responsible to comply with all statutory requirements in respect of his employees, adherence to the PF Act, ESI Act and other Labour Legislations. Any liability with respect to the employees of the contractor shall be borne by the contractor and BHEL would not be responsible in anyway.

10.0 INDEMNITY:

10.1 The Contractor shall keep BHEL indemnified against all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

11.0 SECURITY DEPOSIT:

11.1 Successful bidders have to deposit security deposit at the rate of 10% of the contract value. It may be paid in the following form:

- 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 Post Office such as National Savings Certificate, Kissan Vikas Patras etc. (Certificate should be held in the 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 subject to a maximum of 50% of the total security deposit value, the balance 50% has to be remitted either by cash or in the other form of security. The bank guarantee format should have the approval of BHEL.
- 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 will be collected before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

11.2 Security deposit shall not carry any interest. Security deposit in normal case will be refunded after two months of successful completion of the contract.

12.0 OTHER MISCELLENEOUS CONDITIONS:

- 12.1 The above works shall be undertaken in our office between 09.00 hrs. to 17.30 hrs. on all working days. Services should be provided, if required beyond the office hours and on BHEL holidays. The jobs of all departments shall be carried out simultaneously.
- 12.2 Contractor shall preferably deploy data entry operators having minimum qualification of graduation / diploma, possessing working knowledge of computers in MS-Office, tally, etc.
- 12.3 BHEL shall provide working space, computer free of cost and all resources necessary to carry out the job. Only official work only shall be permitted to be carried out at BHEL office.
- 12.4 Data entry work has to be carried out in 3 sections of our office (at present). Work in each section is to be carried out independently and simultaneously on all working days or as requested by the user department.
- 12.5 The contractor shall be fully responsible for the conduct of his employees undertaking data entry work at the office premises on behalf of the contractor. Loss or damage to any of the property / equipment due to negligence of the Data Entry Operator shall be recoverable or made good by the service provider. Safety of documents and equipments given for data entry is to be ensured by the contractor.
- 12.6 The contractor will undertake to keep all the information / details / documents coming across during the course of data processing work, as confidential. Any loss occurring to BHEL on account of leakage of information or furnishing information / copies of documents or divulging with any details / information without prior written permission of BHEL shall be strictly dealt with as deemed fit by the Company.
- 12.1 Liquidated Damages (LD) / penalty equivalent to data entry services for one day for one section, as determined by BHEL, shall be levied in the event of failure to provide data entry services in a section for each day. LD/ penalty as determined above shall be calculated on pro-rata basis if the same is unavailable in more than one sections.

13.0 GUIDELINES FOR SUBMISSION OF BIDS:

Vender shall submit their offer in two different sealed covers as below

- Part "A" : Techno – Commercial Bid &
- Part "B" : Price bid

Tender enquiry no. & date & due date should be mentioned on each cover. These two covers should be placed in another large cover/envelope & sealed properly. This cover should also have tender Enquiry no., date & due date & subject TENDER FOR DATA ENTRY SERVICES written clearly on the top.

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Part “A” : Techno – Commercial Bid

The following documents are to be submitted in the Techno – Commercial bid. Sealed in a separate envelope

- No deviation certificate. Vendor should compulsorily submit no deviation certificate as at annexure A on the company letter head.
- A copy of all tender documents duly signed and stamped as an acceptance to the tender terms and conditions.
- Copy of PAN/TAN number and service Tax Registration Certificate.
- Certificate of overwriting / erasures / corrections as per the format given below in Annexure A, if applicable
- At least 2 experience certificates/ work order from PSU / other Corporates, should be attached not later than past 3 years. The work performed should be similar work as per the scope of this tender enquiry.
- Copy of PF & ESI registration certificates.
- Copy of valid establishment registration certificate under shops and establishment act.

Part “B”: Price Bid

Vendor shall submit price bid duly filled and signed as per enclosed format given at Annexure I sealed in a separate envelope. The rates quoted in the price bid should be exclusive of service taxes.

14.0 BID EVALUATION CRITERIA: Bidder will be evaluated based on the total cash flow as per the price bid given in Annexure I. Contract will be awarded to the lowest bidder as per landed cost to BHEL. Service Taxes as applicable will be paid extra as per the rules currently in force.

15.0 LAST DATE FOR SUBMISSION OF OFFERS: 04.03.2012 (2.30 PM)

Duly completed offers should be dropped in tender box available at the main gate of BHEL ROD, Mumbai, addressed to the undersigned at the following address on or before due date.

**BHEL, ROD, Mumbai,
15th floor, World Trade Center - 1
Cuffe Parade,
Mumbai – 400005**

(Arpit Agrawal)
Executive (HR)
022-22171227

Annexure A

DECLARATRION – A

NO DEVIATION CERTIFICATE

We hereby accept and agree to all Techno- Commercial & General terms & conditions given in the tender enquiry no. RE:MUM:HRD:OA:0284 Date: 12.02.2013 without any deviation.

Authorized signatory,

Bidder

DECLARATION – B

Certificate for over writing / Erasure / Corrections

(Please do not sign this certificate if there is no Overwriting / Erasure / Corrections)

Correction /Overwriting /Erasures in the tender enquiry No. RE:MUM:HRD:OA:0284 Date: 12.02.2013 has been noted and the same is endorsed and signed by me.

Authorized signatory,

Bidder

Annexure - I

Price Bid

Scope of work cum price schedule for data entry services
per section/department for one month

Sl. No	Activity / Work	Number of Records	Rate per Record excluding of service tax	Total cost
1	Data Entry: In Computers, Registers, Documents/ forms / Performa	1125		
2	Typing: Letters, notes	75		
3	Filling / Retrieving	500		
4	Mailing , Dispatch, and preparation of Forwarding notes	375		
5	Preparation / Verification : Statements , Checklists, Reports	100		
	Total			

Service taxes shall be paid extra as applicable.

Signature of Bidder

With Company Seal

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