



NOTICE INVITING TENDER

NIT No. BHEL/EMRP/HR/DATA ENTRY/RC/2013-14

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Providing Data Entry Services in our office premises.
Earnest Money	Rs. 60,000.00 in the form of D.D. drawn in favour of BHEL to be enclosed with techno-commercial bid
Last date & time for selling of tender	31.10.2013 up to 1600 hours
Due date & time of bid submission	On or before 02.11.2013, up to 1400 Hrs
Due date & time of bid opening	02.11.2013, 1430 Hrs onward

NOTE:

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. In case of unsatisfactory services penalty shall be imposed as per clause no. 6.13 of the Document.

Manager (HR & Civil)
Phone no.: 022- 2835 8701

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders for providing Data Entry Services in our factory premises for an initial period of Two years.

1. Scope of Work:

To provide services for Data Entry by deploying worker of required skill. At present we are operating in different sections as per details given below and the same is to be considered for this tender also.

Sr. No.	Sections	No. of Operator
1	BOP(Commercial)	1
2	Engineering	1
3	Commercial, T&D and Stores	2
4	MM	2
5	Finance	1
6	HR	1
7	Engineering & Finance	1
	Total	9 Nos.

The minimum quantum of work per month per person would be approximately as follows –

1. Data Entry -

In computers : 500 Records
 In Registers : 375 Records
 In Documents/Forms/Performa : 250 Records

2. Typing –

Letters / Notes : 75 Nos.

3. Filing / Retrieving of Documents : 500 Records

4. Mailing / Dispatch / Forwarding Notes : 375 Records

5. Preparation / Verification of Statements / Checklist / Reports : 100 Records

Note:

1. No. of section or No. of Data Entry Operators may increase or decrease from time time with prior intimation.
2. Actual quantum of work per month may vary from operator to operator. However, the monthly payment per operator will be constant irrespective of increase/decrease in quantum of data entry subject to Penalty Clause.

2. Pre- Qualification Criteria –

2.1 The bidder should have an average annual financial turnover not less than Rs. 10.00 Lacs during last three financial years ending on 31/03/2012.

2.2 The bidder should have experience of successfully completed works for providing such or similar kind of services during last 7 years ending on 30/09/2013 for valuing either of the following –

2.2.1 Three works each valuing not less than Rs. 12 Lacs (Out of 3 one order must have been executed for PSU).

Or

2.2.2 Two works each valuing not less than Rs. 14 Lacs (Out of 2 one order must have been executed for PSU).

Or

2.2.3 One work valuing not less than Rs. 22 Lacs for PSU only.

Note:

1. Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.

2. Necessary documents like Work Orders, BOQ and completion certificates and Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.

3. All the documents submitted in respect of qualifying criteria should be Self Certified.

3 Pre-bid Meeting: Pre-bid meeting shall be held in the office of the undersigned on 28/10/2013 for techno-commercial clarifications if any.

4 PROCEDURE FOR SUBMISSION OF BIDS

Vendors shall submit their sealed offers in Two Part Bid system i.e. Part "A" Techno-Commercial Bid with EMD and Part "B" Price Bid. NIT No. with due date and Subject "Tender for Data Entry Services" should be mentioned on each cover. These two covers should be placed in another large cover & sealed. On top of this cover also the NIT No. with due date and subject should be clearly mentioned. Bids shall be submitted in tender box at **BHEL EMRP, Plot No. D-1, MIDC, ANDHERI (E), MUMBAI 400093** on or before due date and time.

Part "A" Techno-Commercial Bid :

The following documents to be submitted with Techno- commercial bid.

1. No Deviation Certificate as per Annexure "A".
2. Certificate for over writing / Erasures / Corrections as per Annexure "B".
3. Declaration by the bidder as per Annexure "C".
4. Earnest money deposit in the form of pay order/Demand draft.
5. Documents in support of Pre-Qualification Criteria.
6. Provident Fund registration certificate of establishment.
7. E.S.I.C. registration certificate of establishment.
8. A copy of tender document duly signed and stamped at each & every page along with "Un-Priced" Price Bid by mentioning as 'Quoted" against each of the activity/item as an acceptance to the tender terms and conditions.
9. Copy of PAN Number
10. Copy of Service Tax Registration Number.

Part "B" Price Bid :

Bidder shall submit price bid in a separate sealed cover duly filled in as per Price Schedule enclosed with the NIT.

5 GENERAL TERMS AND CONDITIONS

5.1 BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.

5.2 Offers received without EMD shall stand disqualified automatically.

5.3 Any variance observed in Un-priced "Price Bid" duly submitted along with the Part "A" Techno-commercial Bid and Part "B" Price Bid duly filled in, then details furnished in

Techno-commercial Bid shall only be valid and binding on the bidder. No subsequent deviation on this account shall be acceptable in Price Bid.

- 5.4** Interested parties are advised to visit our premises, fully understand scope of work and operational details before submission of their offer to avoid any doubts at a later stage.
- 5.5** Bids will be opened in front of the bidder or their authorized representative who wish to be present on the due date.
- 5.6** Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and may be rejected summarily and price bid of such bidder shall not be opened.
- 5.7** Price bid of only those bidders shall be opened who qualifies in Part "A" Techno-commercial bid with due intimation to them by Email/Fax/Telephone.
- 5.8** To decide the successful bidder, the price bid evaluation criterion, given in NIT clause 6.11, will be followed.
- 5.9** Corrections / Erasures / Overwriting, should be avoided. If any happens, the same should be certified by the bidder's authorized signatory in the enclosed format.
- 5.10** The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving 15 days notice of their intention to do so in writing to the contractor for which he shall not be entitled to any compensation by reason of such termination.
- 5.11** Our present working hours are from 8.00 a.m. to 4.30 p.m. These timings are liable to alternation without any notice. Contractor will be required to provide the service in the above said working hours. Persons to be deployed by the contractor are subject to Security checks by our security staff.
- 5.12** Contractor employees should wear neat and clean uniform duly provided by the contractor and should not loiter or wander in the office/factory area or elsewhere without work.
- 5.13** The personnel deployed by contractor for services in BHEL should be fit and free from any diseases. Contractor shall submit a medical certificate from a registered practicing doctor in respect of all persons to be deputed to BHEL.
- 5.14 Arbitration:** Any dispute arising out of this enquiry shall be referred to the sole arbitration of General Manager / Additional General Manager I/C BHEL/EMRP/Mumbai-93 or any official nominated by him and the arbitration proceedings shall be conducted in accordance with the Arbitration & Reconciliation Act 1996. The award of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be held at Mumbai only.
- 5.15** BHEL reserve its right to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;
 - a) Insolvency of the party
 - b) The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
 - c) The liquidation, Whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
 - d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co-operative society.

- e) If any partner of your firm or any member of your co-operative society shall be convicted of any criminal offence.
- f) If you, either by yourself or by your servants commit or suffer to be committed any act which in the opinion of the company found against the established rules and regulations then the company reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.

6. COMMERCIAL TERMS AND CONDITIONS:

6.1 Earnest Money Deposit: The bidder has to deposit the EMD with the tender for Rs. 60,000.00 (Rs. Sixty Thousands Only) in the form of pay order / Bank Draft / Banker's cheque in favour of Bharat Heavy Electricals Limited.

6.2 EMD of the bidder will be forfeited if:

- i. After opening the tender, the tenderer revokes his tender within the validity period or increased his earlier quoted rates.
- ii. The tender does not commence the work within in the period as per LOI/ Contract in case the LOI/ contract is silent in this regard within 15 days after award of contract.

6.3 After award of contract to the successful bidder, his EMD may adjusted against the amount to be deposited by the contractor as security deposit.

6.4 Security Deposit :

The successful bidder shall be required to deposit Security Money before commencement of work as follows - a sum equivalent to 10% of contract value up to 10 lakhs and for Contract Value of above Rs. 10 lakhs but up to Rs. 50 lakhs SD shall be 1 lakh +7.5 % of the amount exceeding Rs. 10 lakhs. Security Money may be furnished in any one of the following forms:

i) 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).

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL.

iii) Fixed deposit receipt issued by scheduled banks/ Public Financial Institutions as defined in the ACT. The FDR should be in the name of the contractor A/c BHEL duly discharged on the bank.

iv) Security deposit can also be recovered at the rate of 10% from the running bills However, in search cases at least 50% of the security deposit will be collected before start of work and the balance 50% will be recovered from the running bills.

v) EMD of the successful tendered shall be converted and adjusted against the security deposit

vi) The security deposit shall not carry any interest

vii) Security deposit amount will be refunded after the satisfactory completion of the contract.

Note: Acceptance of security deposit against SI.no. (ii) and (iii) above will be subject to hypothecation of endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the document or in any other matter connected therewith.

6.5 Price: Price should be quoted exclusively as per Price Schedule Format of the NIT including all taxes & duties but excluding Service Tax. **The price must be quoted separately against each of the item/activity indicated in Price Schedule considering following minimum monthly expenses –**

Sr. No.	Heading	Amount In Rs.	Remark
1	Minimum Basic Pay	3730	Prevailing applicable to the class of Industries/ Engineering under Zone 1 as per State Government Notification.
2	Special Allowance	2628	
3	Additional Fix Pay	2500	Prevailing as fixed by BHEL
4	Provident Fund Contribution	1206	13.61% of 1+2+3 above
5	ESIC Contribution	421	4.75% of 1+2+3 above
6	HRA	318	5% of 1+2 above
7	Bonus	738	8.33% of 1+2+3 above
8	Labour Welfare Fund	6	Prevailing as per State Govt. Notification.
	Total	11547	

However, if after finalization of contract considering aforesaid parameters any variation occurred in Minimum Wages (Basic Pay & Special Allowance), Statutory Payments as notified by Govt. and Fixed Additional Payment as decided by BHEL, the same shall be reimbursed to the contractor on Proportionate basis by increasing finalized rates against each activity/work.

6.6 Service Tax: Service tax will be paid @ statutory rates as applicable at the time of billing on claim by the contractor in their monthly bills. Bidders are required to submit copy of service tax registration certificate.

6.7 TDS: TDS as per prescribed rates will be deducted at the sources while making the payment and certificate will be issue at the end of the financial year.

6.8 Payment Terms:

6.8.1 The contractor shall be required to raise monthly invoice in Triplicate for the services rendered. The invoice is to be raised explicitly according to the agreed rates and submit the same along with copies of receipt for payment made towards Statutory Dues like PF, ESIC etc for the previous month.

6.8.2 Bills complete with necessary documents for the calendar month should be submitted 10th date of next month and the payment to the contractor shall be released normally within 30 working days from the date of submission of bill.

6.8.3 Payment will be made by NEFT/ECS/RTGS. For NEFT/ECS payment the successful bidder have to provide the details like Bank Account Number, Account Type, MICR Number, Bank Name and address.

6.9 Validity: Offer should be valid for the period of three months from the date of opening of Technical bid.

6.10 Duration of the Contract: The period of this rate contract will be initially for two years from the date mentioned in work order after finalization of contract, subject to the satisfactory performance during the trial period of initial six months. The rate contract can be extended for a further period of one year, at the same rates, terms and conditions at the discretion of BHEL.

If the services of the contractor are found un-satisfactorily in between the trial period or contract period then BHEL reserve the right to terminate the contract at its discretion by giving one week notice and forfeit the Security deposit.

6.11 Bid Evaluation criteria: Bids will be evaluated on lowest landed cost to BHEL including Service Tax. No other taxes and duties will be considered for this purpose.

6.12 Company will provide the subsidized food, snacks and tea to the contractors persons deployed at BHEL EMRP and Rs. 125/- per month per person will be deducted from the monthly bill of the contractor. Amount of expenditure on this account will be recovered from the monthly bills irrespective of the people employed by the bidder either in excess or in short.

6.13 Penalty

Liquidated damages/ penalty: A liquidated damage/ penalty per day may be imposed on the contractor, for not providing services as per contract. Liquidated Damages/ Penalty will be levied as bellow:

- a) In case of absence of Data Entry Operator the proportionate amount per day will be deducted from the monthly payment to the contractor. For this purpose 26 working days in a month shall be considered.
- b) In case of continuous absence of data entry operator for more than 3 days without any written information BHEL reserves the right to deploy the personnel through alternate sources at risk and cost of the contractor and recover the actual expenses so incurred including BHEL over heads from the due payments to the contractor.
- c) In the events of liquidated damages exceeding 10% of the contract value, the company reserves the right to cancel the contract. In such an event no damages or compensation will be payable to the contractor.
- d) The successful tender shall execute an indemnity bond, indemnifying the company of all liabilities due to the contracting agency.

6.14 The successful bidder will make arrangement for additional manpower for meeting work exigencies as per the requirement of BHEL, and the compensation for that shall be made on pro-rata basis at prevailing rates from time to time.

6.15 Any loss to the company caused by the persons deployed by the contractor during the course of work in the factory shall be compensated by the contractor and company reserves its right to recover value through the bills payable to the contractor every month.

7. STATUTORY OBLIGATIONS OF CONTRACTOR

7.1 The personnel deputed to BHEL shall be the employee of the contractor and their names must appear in the muster rolls of the contractor. They should be issued a proper letter of appointment and Identity card.

7.2 Payment of wages to contractor's employees:

The disbursement of wages by the successful bidder to their persons will be made as per payment of minimum wages Act 1948, every month through bank / cheques and pay slips showing earnings and deductions will be given to the persons deployed.

7.3 Compliance of applicable labour laws:

Successful Bidders have to provide necessary facilities to their employees as admissible under the relevant labour laws and Statutory Rules like Payment of HRA as per Maharashtra HRA Act, Payment of wages under Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Regulation and Abolition

Act 1970, EPF Act 1952, ESIC Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Remittances under Bombay labour Welfare fund as per prevailing Act, Issue of Leave with Wages under Factory Act 1948 etc. shall be abided by the contractor for which no additional or separate compensation is payable by BHEL.

- 7.4** The bidder should ensure that the dues to the government on account of ESIC, PF and other related contributions at prescribed rates as applicable under the relevant Labour Laws are paid regularly. The company will in no way be responsible for any failure on the bidder parts in this regard. All records as necessary under any statute as applicable will also be maintained and produced as and when demanded by authorities. Disputes if any, arising in this regard shall be brought to the notice of management and decision of Head EMRP will be final and shall be complied by the bidder in all respects. Proof of payment for previous month in respect of such contribution will be submitted along with the next wage bill by the bidder.
- 7.5** BHEL shall have privity of contract with successful bidder only. Successful Bidders shall issue proper letter of appointment & identity/employment cards to their employees. Bidder will ensure that the payment of minimum wages is as per the notification issued and as applicable to the class of Industries-Factories/engineering of the relevant zone, by the State Government from time to time. However, as and when the minimum wages are revised by the State Government and/or any variation occurred in Statutory Payments by the Govt. and in Fixed payments by BHEL, it will be the responsibility of the bidder to pay the revised wages to the person employed by the bidder for which the matching proportionate compensation will be paid by BHEL on submission of necessary bills along with Government Notification and letter requesting for such upward revision.

For Bharat Heavy Electricals Ltd.

Manager (HR& Civil)

ANNEXURE "A"

NO DEVIATION CERTIFICATE

We hereby accept and agree to all Techno – Commercial & General terms & conditions given in the NIT No. BHEL/EMRP/HR/DATA ENTRY/RC/2013-14 without any deviation.

Signature and seal of the bidder

ANNEXURE "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. BHEL/EMRP/HR/DATA ENTRY/RC/2013-14 has been noted and the same is endorsed and signed by me.

Signature and seal of the bidder

DECLARATION BY THE BIDDER

I , ----- , aged-----Yrs., S/o -----
-----,
residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is
Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations as mentioned in the tender.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory Regulations mentioned in the NIT and price bid before quoting my price bid.

Signature and seal of the bidder