



CONTRACT FOR SUPPLY OF BUBBLE TOP DRINKING WATER 2014-16
ANNEXURE-A :: TECHNICAL BID :: TERMS & CONDITIONS

1. **NATURE OF WORK:**

- 1.1 Our requirement is around 35-70 Bubble Top Drinking Water Jars Per Day of 20 Litres capacity on all working days.
- 1.2 The Bottled water should have ISI / BIS Certification (relevant Certificate to be attached as a proof).
- 1.3 Dispenser Jars with Taps have to be provided, if required.
- 1.4 Round the clock service should be available & the Contact Person Name with Telephone Number / Mobile Number should be given well in advance.
- 1.5 The Bidder will be responsible to make good the loss if any, on account of procurement of drinking water from other agencies by BHEL due to non-supply or delay in supply. The supplier should replace the jars on a Daily Basis.
- 1.6 Our daily requirement of jars will be communicated over phone and the supplies have to be arranged accordingly.
- 1.7 Please mention the Cost of Drinking Water (20 Litres), which is cost of Bubble Top Drinking Water Jar of 20 Litres, Transportation Cost, Labour Charges, other Incidental Charges incurred in connection with the supply of Bubble Top Drinking Water Jars at the above-mentioned offices of BHEL, etc. and applicable Service Tax and / or VAT as per the Format given in Annexure-B (Price Bid). The Total cost will be final and no escalation will be allowed during the tenure of the contract.
- 1.8 Delivery of Bubble Top Drinking Water Jars should be made at the locations as per the requirement of BHEL.
- 1.9 The places to be covered and the approximate quantity required are as follows:
 - 1.9.1 BHEL - Piping Centre, 80/93, G.N.Road, T.Nagar, Chennai-600017:
20-40 Bubble Top Drinking Water Jars daily
 - 1.9.2 BHEL - Piping Centre - EOC, "Shree Park", 578, Anna Salai, Teynampet, Chennai-600006: **10-20 Bubble Top Drinking Water Jars daily**
 - 1.9.3 BHEL - Residential Complex, 8/7A, Inner Ring Road, Ashok Nagar, Chennai-600083: **5-10 Bubble Top Drinking Water Jars daily**
 - 1.9.4 Any other location within Chennai (as per requirement).
- 1.10 The Bubble Top Drinking Water Jars supplied should be new and hygiene in all respects.



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- 1.11 The Total Cost per Bubble Top Drinking Water Jar quoted below in the Prescribed Format will be taken into consideration for arriving at L1 Status and the Contract will be awarded to the Lowest Bidder (L1).
- 1.12 The venue may be changed anywhere within Chennai at BHEL's discretion with prior intimation in oral (or) writing and the Bidder has to supply Bubble Top Drinking Water Jars at the new location at no extra cost.
- 1.13 In case of poor / inferior quality / short supply / non-supply of Bubble Top Drinking Water Jars, the same should be replaced immediately at the Bidder's Cost. The Total Cost of alternative arrangements, if any made by BHEL for poor / inferior quality / short supply / non-supply of Bubble Top Drinking Water Jars, shall be deducted from the Bidder's running bill.
- 1.14 The Bidder should necessarily comply with all rules, regulations and statutory requirements stipulated by the Government from time to time under various enactments like The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Provident Fund Act, 1952, The Employees State Insurance Act, 1948, The Payment of Bonus Act 1965, The Contract Labour Act, 1970, The Child Labour Act, 1986, The Workmen Compensation Act, 1923 and any other applicable Acts.

2. PERIOD OF CONTRACT:

- 2.1 The Contract for supply of Bubble Top Drinking Water Jars would be awarded for a total period of Twenty Four (24) Months.
- 2.2 The Contract may be terminated by BHEL or withdrawn by the Bidder, by giving 60 (Sixty) days notice on either side.
- 2.3 In case of poor (or) inferior (or) unhygienic quality of Bubble Top Drinking Water Jars being supplied, the Bidder has to necessarily give a written reply to the letters issued by BHEL, stating the reason for the same, apart from replacing the same with good / superior / hygienic quality Bubble Top Drinking Water Jars, at his cost.

3. QUALIFICATION CRITERIA:

- 3.1 Bidder should have PAN Number, Service Tax Registration Number.
- 3.2 Bidder's Average Annual Financial Turnover during the last Two Financial Years ending 30th September 2014 should be at least Rs.2,40,000/-.
- 3.3 The Bidder shall possess necessary valid Permission / License from Corporation of Chennai / Statutory Authority concerned, for production, supply and delivery of Bubble Top Drinking Water Jars in Chennai City.



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- 3.4 Bidder should have full-fledged office in Chennai. The Bidder shall have a full-fledged Office Setup in Chennai with Landline Phone, Mobile Phone, Email Facilities, etc. which shall be accessible. A prominent Display Board with Firm / Company Name at the Office Address in Chennai with Address and Phone Numbers, shall be placed.
4. **DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING REQUIREMENT:**
- 4.1 Copy of License / Certificate of Registration / Certificate of Incorporation from Concerned Authority for Proprietorship / Partnership / Company.
- 4.2 Certificate from the Certified Auditor incorporating Turn Over / PBT / Balance Sheet for the last Two Financial Years, i.e. Financial Years 2012-13 & 2013-14 (Assessment Years 2012-13 & 2013-14) and PBT/Turnover for each of the financial year.
- 4.3 Copy of Acknowledgements of Income Tax Return of last Two Financial Years, i.e. Financial Years 2012-13 & 2013-14 (Assessment Years 2013-14 & 2014-15).
- 4.4 Copies of Work Orders / Award Letters along with certificates of successful completion in support of proof of experience for the Jobs / Services executed by the Bidders during last Two Years ending on 31.10.2014. BHEL reserves the right to cross check the documents from the issuing Department.
- 4.5 Copies of PAN Card, Certificate of Service Tax Registration, Certificate of VAT / TNGST / any other Applicable Taxes.
- 4.6 Copy of Valid Permission / License from Corporation of Chennai / Statutory Authority for production, supply of Bubble Top Drinking Water Jars in Chennai City.
- 4.7 Bidder shall submit a Declaration in confirmation of requirement as in Clause 3.4 above.
- 4.8 Bidder must Submit a Declaration, that no case is pending with the Police / Court against the Proprietor / Firm / Partner or the Company(Agency), as well as the Bidder has not been suspended / blacklisted by any Organization / Corporation of Chennai / Statutory Authority.
- 4.9 No Deviation certificate shall be submitted by the Bidder duly signed and stamped with Date by the Authorised Signatory, the official Letter Head of the Bidder.



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- 4.10 Bidder should submit the Annexure-A (Technical Bid – Terms and Conditions) duly signed in all the pages in acceptance of the Terms and Conditions of the Tender.

5. **ARBITRATION AND GOVERNING LAW:**

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 Chennai, India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

6. **PAYMENT TERMS:**

The bill along with all Applicable Taxes, for every One Month shall be prepared by the Bidder on the basis of the actual quantity supplied. Payment will be made for actual number of Bubble Top Drinking Water Jars ordered by BHEL and supplied by Bidder. Payment only by NEFT/RTGS will be normally made within Two Weeks from the date of submission of bill.

7. **INSURANCE:**

BHEL will not be responsible/liable for any injury/loss of life of the persons engaged by Bidder in the supply of Bubble Top Drinking Water Jars, transportation of materials to the area of operation at the BHEL Offices / Locations as indicated above and while being engaged in such supply or while at work. A suitable and adequate insurance coverage for labour / material / transportation, etc. must be arranged by the Bidder at his cost.
