

“COURIER”

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



Enquiry no. : PE-LPE/230 dtd 11/02/2016

Due Date: 03/03/2016 by 11:30 A.M.

Open Tender Enquiry

Subject: Rate Contract for Binding Works in BHEL, PS-PEM, Noida for two years.

Dear Madam/ Sir,

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super- scribed on it, for the above-mentioned item so as to reach the undersigned before 11:30 A.M. on or before the above mentioned due date.

Delivery: - Vendor to start Binding work within 10 days from the date of issue of work order.

Payment Terms: Binding works charges shall be paid on actual work accepted basis. A proper requisition slips signed by our employee(proof of acceptance of work) for binding work shall be attached by you with every monthly bill. 100% payment will be made every month alter the submission of invoice and verification of binding requisition slips after deduction of penalty (if any). Also no interest shall be paid due to delay in making the payment.

Penalty Clause: In case you are not able to execute the job as per time schedule/required quality, BHEL reserve the right to get the same done at contractor risk and cost and impose the following pre-agreed damages:

- If the party fails to commence binding works within the delivery period, BHEL shall, without prejudice to other remedies under the Contract, deduct a penalty @ Rs. 500/- per day.
- If a written complaint from an employee regarding bad quality of work is received, 50 % of the amount charged for that work shall be deducted.
- In case of non-adherence to time schedule of regular work to be completed on same day, 10% of the monthly running bills.
- Maximum liquidated damage deduction is 10% of monthly running bills.
- These damages shall be over and above the additional cost to be incurred by BHEL for getting the work done from outside. However, contractor shall be allowed to get the bulk job done outside BHEL with permission of the indenter and HR-Admin.

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with technical & commercial terms acceptance, Part 2: Price bid as per price format Annexure-III).

Pre-qualifying requirements (PQR): Refer Technical specification no. PE-ADM/508-02/04 for PQR, scope of work & Technical terms & conditions.

Validity of Rates: After awarding the work the rates should be firm till the completion of work.

Evaluation: will be done on the Grand total L1 Prices quoted as mentioned in price format. (Refer Annexure-III).

Applicable loading shall be done for reverse charge liability for service tax.

EMD: Nil for this tender

Security Deposit: 10 % value of security deposit shall be collected before start of the work by the contractor.

All other terms & conditions shall be as per attached Technical specification no. PE-ADM/508-02/04 for PQR, scope of work & Technical terms & conditions & Annexures – I to IX for Commercial and General Terms & conditions.

Bidder to note that all other terms and condition shall be strictly as per this enquiry letter, Commercial & General terms and conditions (annex-I to IX) & Technical specification no. PE-ADM/508-02/04. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be enquiry letter / Commercial & General terms and conditions (annex-I to IX) / Technical specification no. PE-ADM/508-02/04.

Remarks:

- Evaluation will be done on the Grand total L1 Prices quoted as mentioned in price format. (Refer Annexure-III).
- Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the **following address:**

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Phone no. 0120-4213591

Thanking You,

Yours faithfully,
For and on behalf of BHEL
N C Sharma / Sr. Engineer/MM
BHEL PEM, Noida

Please reply to:
BHEL-PEM -Power Sector
Power Project Engineering Institute,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Phone: 0120-4213562, 4363591
Fax : 0120-4329055

Regd. Office:

BHEL House,
Siri Fort,
New Delhi-110049



COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **11:30 A.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- d) Work experience certificate as per technical specification no. PE/ADM/508-02/04.
- e) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.
- f) **EMD** is nil for this tender.
- g) Copy of acknowledgements of **IT return** of last three financial years.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

**Kind Attn: Sh N C Sharma / Sr. Engineer (MM) & Sh I P Singh / Sr. Mgr. (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9911170053, Phone no. 0120-4213591, 4368749**



2. **BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at **11:30 A.M.** on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.

9. **PRICE DISCREPENCY:**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price., in which case the total price as quoted shall govern and the unit price will be corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
 - e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.
10. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

11. **TAX DEDUCTION AT SOURCE:**

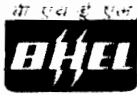
Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.



12. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

- 13. DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

**GENERAL TERMS AND CONDITIONS****14. ARBITRATION**

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Noida.

15. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

16. RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

17. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.



iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

18. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

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Annexure-III

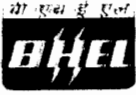
RATE CONTRACT FOR BINDING

PRICE FORMAT

S.No	Description of works	Unit	Tentative Quantity (Nos.) [A]	Unit rate (Rs.) [B]	Total rate (Rs.) [C=AXB]	VAT (----% VAT on -- % of Amount) (Rs.) [D]	Service. Tax (----% S.Tax on --- % of Amount) Rs [E]	Total cost including vat & s.tax (Rs.) [F=C+D+E]
1	Ordinary binding-Compiling, Staple & Tape							
a	Up to 100 sheets	Per book	5016					
b	Onwards per 100 sheet or part	Per book	-					
2	Collating , trimming, punching and spiral binding with top & bottom cover transparency							
a	Up to 100 sheets	Per book	2520					
b	101 sheets to 200 sheets	Per book	696					
c	201 sheets to 300 sheets	Per book	360					
d	301 sheets to 400 sheets	Per book	240					
e	Onwards per 100 sheet or part	Per book	-					
3	Collating , trimming and Hard book binding with top & bottom cover (Voucher binding)							
a	A4 Size	Per book	1008					
b	A3 Size	Per book	-					
					Grand Total Price (Including taxes)			

- Note:**
1. Evaluation Criteria- L1 shall be decided based on Grand Total Price (Including taxes).
 2. Quotative in 1(b), 2(e) and 3(b) are for our reference only and will not be used during evaluation of the bid.

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Annexure –‘IV’

DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last two financial years		
9.0	Any other information		



Annexure-'V'

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-‘VI’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)

A handwritten signature in black ink is located on the left side of the page, below the declaration text. The signature is stylized and appears to be a single character or a very short word.



Annexure-‘VII’

TECHNICAL DETAILS
For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
VAT/ CST	

Income Tax Return(A.Y.)	2015-16	2014-15	2013-2014



NEFT Application Form

Name of the Company:

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation

**CHECK-LIST (Part-I Bid)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Details of work experience, satisfactory work performance certificates.		
2	Acknowledgement of I-T return of last three financial years		
3	Annual financial turnover during the last three years ending 31/03/2015		
4	Copy of the PAN card.		
5	Copy of VAT/Sales tax registration/Service tax registration		
6	Technical Terms & Conditions (Tech. spec. no. PE/ADM/508-02/04).		
7	Commercial Terms and Conditions (Annexure-"I").		
8	General Terms & Conditions (Annexure-"II").		
9	Unquoted Price Bid Format (Annexure-"III")		
10	Details Of Business (Annexure -"IV")		
11	Acceptance Letter / No Deviation Certificate (Annexure-"V")		
12	Declaration (Annexure-"VI")		
13	Technical Details (Annexure-"VII")		
14	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-"VIII")		
15	Check List (Annexure-"IX")		

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

PE/ADM/508-02/04

Dated: 26.01.2016

Technical Specifications For Binding works

HR-ADMINISTRATION
PEM



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1. **Pre-qualification requirements-** The bidder must have minimum three years of experience for Binding works executed in the past during last seven years. The experience certificate of PSU/ Govt. Officers /Companies where such works were executed is to be furnished.
2. **Scope of Work**
 - 2.1 The detail of the works to be carried out by the bidder is listed in the BOQ/Price format.
 - 2.2 The bidder has to provide all the accessories/machinery and all other consumables (i.e. transparent cover, spiral, hard cover etc.) required for binding works along with trained binder(s) at our office. Maintaining/repairing/servicing of these accessories/machinery/consumables shall be in the scope of the bidder. BHEL will provide space and electricity only.
 - 2.3 The bidder has to collect the job along with the requisition signed by HR representative, complete it and return to the concerned person on regular basis within a reasonable time.
3. **Manpower Deployment:**
 - 3.1 Manpower deployed by you for Binding works should be qualified (minimum 8th standard passed) and well versed with the operation. No payment in the form of wages or in any other form will be made by BHEL to the manpower deployed by vendor.
 - 3.2 Manpower may be required to stay back even after office hours and can also be called on Sunday or, holidays depending upon the urgency of work. No extra payment shall be made by BHEL for any services beyond routine office hours.
 - 3.1 All the payment related issues for the labour deployed (minimum wages fixed by govt., PF, ESI etc.) have to be taken care by the bidder itself and the bidder has to follow the rules pertaining to labour law of Govt. of India.

Terms & Conditions:-

- 4 **Validity of Contract:** Contract period for Binding works shall be two years. The duration of the contract may be extended further for a period of 1 year on mutual consent. No upward revision in prices shall be accepted during the extended period. However, in case of non-compliance of any of the terms and conditions or unsatisfactory performance, the contract will be liable for termination by BHEL at one month notice with no financial repercussions upon BHEL.
- 5 **Payment:** Binding works charges shall be paid on actual work accepted basis. A proper requisition slips signed by our employee (proof of acceptance of work) for Binding work shall be attached by you with every monthly bill. 100 % payment will be made every month after the submission of invoice and verification of Binding requisition slips after deduction of penalty (if any).

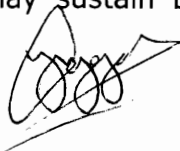



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6. **Starting of Binding works:** Within 10 days from the date of issue of this order.
7. **Security deposit:** 10% of rate contract value before starting the work for binding works.
8. The space and power (220/240V 50 Hz AC) supply will be provided free of charge by BHEL.
9. Insurance of machines, manpower (Accidental Insurance cover etc.) and other miscellaneous charges or any other charges whatsoever shall be borne by you and BHEL shall not be held liable for any damage/injury to the manpower, machines/consumables etc. due to any reason.
10. You shall not be allowed to carry out any Binding work for other customers by you in BHEL premises. Further you shall ensure total secrecy of the documents to be Binding works and information shall not be shared with any person/agency under any circumstances.
11. You shall indemnify BHEL against any loss, damage, injury etc. to your machines, equipment installed, stationery, consumables, etc. or the manpower deployed in BHEL for the entire period of the contract.
12. You shall indemnify BHEL against any third party claims on any account whatsoever in connection with the Binding works.
13. **Arbitration**— In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be New Delhi.
14. **Liquidated damages:-** In case you are not able to execute the job as per time schedule / required quality, BHEL reserves the right to get the same done at your risk and cost and impose the following pre-agreed damages:
 - 14.1 If a written complaint from an employee regarding bad quality of work is received, 50% of the amount charged for that work shall be deducted.
 - 14.2 In case of Non adherence to time schedule of Regular work to be completed on same day, 10% of the monthly running bills shall be deducted.
 - 14.3 Maximum liquidated damage deduction is 10% of monthly running bills.
 - 14.4 These damages shall be over and above the additional cost to be incurred by BHEL for getting the work done from outside. However, you shall be allowed to get the bulk job done outside BHEL with permission of the indenter and HR-Admin.
15. **Risk purchase:-** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the Binding works which the vendor has failed to execute the Binding work within the stipulated delivery period. The vendor would be liable to compensate the purchaser for any loss which the purchaser may sustain by reason of such risk purchase, in addition to

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liquidated damages at the rate mentioned above.

16. If any documents are found to be incorrect after placement of order, the work order shall be liable to terminated and Security Deposit shall be forfeited.
17. **Confidentiality and Nondisclosure:** BHEL has engaged you and you have accepted this engagement for the purpose of activities to be carried out as per the contract subject to confidentiality obligations set forth below.
- 17.1 As used herein, Confidential Information shall mean and include information now or hereafter owned by, or otherwise within the possession or control of BHEL including, without limitation, patented and unpatented inventions, business and trade secrets, know-how, techniques, data, specifications, blueprints, flow sheets, designs, engineering information, operation criteria and other tangible and intangible information related to the equipment / material. You agree that they will not use the Confidential Information of the BHEL for any purpose other than the contract.
- 17.2 No information/document or part of document whatsoever it may be shall be disclosed, published, disseminated, duplicated or used, directly or indirectly to or for the benefit/ or otherwise for any purpose for or by any third party whether or not it is related to a process, product, equipment or apparatus embodied therein.
- 17.3 **Indemnification by Vendor :** You shall indemnify the BHEL against all actions, claims, demands costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any kind including infringement of patent, registered design, copy right, or trade mark or trade name protected in any country by the use of possession of any of material /equipment supplied by you by any one directly or indirectly employed by him or any damage to life of property of employee of BHEL or you or any third party.

