

TENDER ENQUIRY

REF NO: ASP/ADM/JC/FS/2015/03

DATE: 09.10.2015

Dear Sir,

Quotations are invited for a 2-part bid from **bidders** for executing the following jobs:

Job Contract for Factory Services

The Part-1 of quotation (Technical-cum-Commercial Bid) should contain technical details of above work as per Annexure I (Page 1) and agreement as per BHEL MODEL CONTRACT Rules to comply with commercial Terms and conditions, Contractor's Obligations,(Annexure I) (Page No 2-7) the formats of which can be collected from our office.

1. The Part-2 of quotation (PRICE BIDS) should be as per Annexure III
2. All enclosures should carry signature and seal of the contractor.
3. **Every day, the contractor has to carry out units of work as specified in Annexure II.** If on any particular day, any particular work was not carried out; proportionate reduction in payment will be made from the contractor's bill.
4. EMD of Rs.1,00,000/- has to be paid by each tenderer along with the quotation in the form of a crossed DD/banker's cheque in favour of "BHARAT HEAVY ELECTRICALS LIMITED". The EMD shall be returned to unsuccessful bidders after finalization of the contract. Quotations without EMD of Rs 1,00,000/- will be rejected summarily. No interest will be paid on the EMD.
5. Security deposit at applicable rates has to be paid by the successful bidder for taking up the job. The rate of Security Deposit will be as below:

<u>Contract value</u>	<u>Security deposit</u>
Up to Rs 10 Lakh:	10% of Work Order value
Above Rs. 10 Lakh & up to Rs. 50 Lakh:	Rs. 1 Lakh+7.5% of the amount exceeding Rs.10 Lakh

The Security deposit has to be deposited before start of the work. It is an interest-free deposit, which will be returned after the end of the contract on completion of all contractual obligations. The security deposit can be submitted in following forms:

- a) Pay Order, Demand Draft in favour of “ BHARAT HEAVY ELECTRICALS LIMITED”
 - b) Local cheque of scheduled bank, subject to realization
 - c) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - d) 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 should be deposited before start of the work and the balance 50% may be recovered from the running bills.
 - e) The security deposit shall not carry any interest.
 - f) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
 - g) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
6. Quotation should be offered in the form of unit rate per month for the categories mentioned by filling out **Price bid** and enclosing it with the quotation. The rates should be inclusive of Service Charge and Service Tax and should be valid for a period of 90 days. The amount quoted for the job will **vary depending on the following**:
- a) Any changes in the monthly consolidated wages fixed by BHEL;
 - b) The periodic VDA increase, as and when notified by the State Government shall be payable separately;
 - c) Any changes in PF / ESI contribution of employers portion due to changes in Labour Law.
 - d) Payment to the contractor will be subject to TDS as per rules in force from time to time.
 - e) Any bonus Amount if declared.

The Contractors are required to pay the Haryana government minimum wages, DA applicable on the minimum wages from time to time, rise in minimum wages, any other consolidated minimum wages and bonus fixed by BHEL, PF, ESI, minimum Bonus @ 8.33%, Service tax, cost of 2 pairs of uniform with logo, 1 pair of shoes & socks, ID badges etc.

Accordingly, the contractors are requested to take these items into consideration while quoting the unit rates subject to the provisions of clause 7 (a,b,c,d,e) as above.

- 7. The latest solvency certificate for a minimum of Rs.4 lakhs has to be submitted by the contractor.
- 8. Contract will be awarded on an **overall L1 basis**. The contract period will be **2 years from 01.01.2016 to 31.12.2017**.
- 9. BHEL ASSCP reserves the right to reject tenders not meeting its specifications.

10. Contractors having core competence in executing **similar*** jobs and complying with the statutory regulations viz., possess Provident Fund, ESI, and Service Tax Registrations etc. shall only be considered.
11. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
12. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders/submission of filled in tender document by due date & time.
13. Tenders received after due date & time are liable to be rejected
14. Tenderer are requested to go through the scope of services, visit the BHEL's ASSCP work premises etc. and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the offer.
15. Tenderer must note that any false information / data or any suppression of facts will be disqualifying them even at a later stage also. The contractor will have to deploy trained and efficient work force for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authorities as & when needed.
16. The Contractor shall confirm that he shall abide by and is willing to execute the above mentioned services on Job Contract basis strictly in accordance with the terms and conditions of this tender enquiry and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award by entering into an Agreement.
17. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
18. **Acceptance / Rejection of the Bid:**
BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
19. The successful contractor will accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus, two set of uniform per year (consisting of shirt, pant, black belt, shoe and socks etc.) For the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
20. BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against

all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.

21. The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
22. If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same in such situation, BHEL reserves the right to terminate the contract with a notice period of one month and may recover the undone cost from his bill or may forfeit the Security Deposit in part of full as the case may be.
23. In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor have to submit an affidavit as per specimen attached duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.
24. Please send your Techno-Commercial Bids and Financial Bids in **separate** sealed envelopes.
 - a. The Techno-Commercial bid should consist of signed and stamped copies of all pages of Annexure.
 - b. Financial bid should consist of filled, signed and stamped format as per Annexure-III.
 - c. EMD amount of Rs.1, 00,000/- in the form of DD in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at Delhi should be submitted in a separate envelope.

Please super-scribe the **three separate sealed envelopes** as

- a) *Quotation for 'Job Contract for Factory Services' – Techno-commercial Bid.*
 - b) *Quotation for 'Job Contract for Factory Services' –Financial Bid*
 - c) *EMD for 'Job Contract for Factory Services'*
 - d) These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.
25. In case of submission of both techno-commercial bid and financial bid in a single envelope OR only the Financial bid without the techno-commercial bid, then BHEL shall have the right to reject such bids. Also *Bids received without EMD will be rejected*. L1 contractor shall be decided by the total monthly rate.

LAST DATE FOR RECEIVING BIDS AT:

a. **BHEL-ASSCP, C/O BHEL HOUSE, SIRI FORT, NEW DELHI 110049, INDIA is 15.00 hrs on 04/11/2015**

b. **BHEL-ASSCP, GURGAON - FARIDABAD ROAD, GWALPAHARI, GURGAON is 10.00 hrs. on 05/11/2015**

c. **Opening of tender is at BHEL-ASSCP Gurgaon - Faridabad Road, Gwalpahari, Gurgaon on 05/11/2015 from 11.00 Hrs onwards. Initially technical bids would be opened and scrutinized. Interested vendors may witness the tender-opening, if they so wish.** The date of opening of the price bid will be intimated later after technical scrutiny, to those who are technically qualified.

d. It is desirable for the prospective contractors to visit BHEL-ASSCP, Gwalpahari to completely understand the service requirements before submitting their bids. Any further clarification required in this matter may be sought from the undersigned.

Yours faithfully,
For Bharat Heavy Electricals Limited