

பாரத மிகுமின் நிறுவனம்
BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu



M&S DEPARTMENT

(TRANSPORT)

Phone: **04172 284142 / 284491**

Fax : **04172 241201**

NOTICE INVITING TENDER

Tender notice no : **BAP/ M&S/TE/TR/12/008 Dt-27.06.2012**

Name of the work : Vehicles/Equipments Servicing &
Greasing- reg.

Place of work : BHEL:BAP:RANIPET

Nature of tender : Open

Earnest money deposit : Rs.20,000/-

Last date and time of receipt of tender : 20.07.2012 – 14.00 hrs.

Tender opening date and time : 20.07.2012 – 14.30 hrs.

Location of tender box : M&S office

Period of contract : Two years

This tender document totally contains XX pages , duly filled, and should be signed by the Tenderer.

ISSUED TO

ISSUING OFFICER

NAME & SIGNATURE OF THE TENDERER

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GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

01. Sealed Tenders are invited from contractors for Vehicles/Equipments Servicing & Greasing works at BHEL Ranipet premises.
02. Tenders will be received by DGM/M&S Bharat Heavy Electricals Ltd., Ranipet-6 upto 14.00 Hrs on 20.07.12 in the prescribed form and will be opened on 20.07.12 at 14.30 Hrs in the presence of such of those tenderers or their agents who may choose to attend, with authorization letter.
03. Tenders must be submitted in sealed covers and should be addressed to the DGM/Transport. Full name and address of the tenderer and the name of work being noted on the cover.
04. All entries in the tender documents should be in same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign all correspondences and insertions.
05. Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with these documents and also sign each and every page of the tender documents.
06. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.
07. Tenders not submitted on the prescribed forms are liable for rejection.
08. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
09. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
10. Every tender must be accompanied by Earnest Money Deposit of Rs.20,000/- (Rupees Twenty thousand only) in any of the following forms.

- a) Demand Draft of the State Bank of India in favour of DGM/Finance & Payable at BHEL Project branch Code (7013) Ranipet.
- b) Cash can be paid in the BHEL cash office and cash receipt to be enclosed with the offer.

11. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY.

12. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the carry out the work in accordance with the instructions of the DGM/M&S, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

13. The M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.

14. Tenders submitted by post should be sent through “REGISTERED ACKNOWLEDGEMENT DUE”. These should be posted with due allowance for any delay in postal delivery. On no account the tenders, received after the due date and time for receipt of tenders, will be considered.

15. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

16. Tenders received without earnest money in full in the form prescribed shall be summarily rejected.

17. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract. If it is offered in the form of Bank Guarantee, the same shall be released as soon as the Security Deposit is furnished.

18. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

19. Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender withdrawn.

20. SECURITY DEPOSIT

SECURITY DEPOSIT shall be collected from the successful tenderer. The rate of security deposit will be as below.

- | | |
|---|--|
| i) Up to Rs.10 lakhs | = 10% |
| ii) Above Rs.10 lakhs up to Rs.50 lakhs | = Rs.1 lakh + 7.5 % of the amount exceeding 10 lakhs |
| iii) Above Rs.50 lakhs | = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs |

The security deposit shall be furnished before start of work by the contractor.

21. The security deposit may be furnished in any one of the following forms.

- 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 Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates 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. The bank guarantee format shall have the approval of BHEL.
- vi.** Fixed Deposit Receipts 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 be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.

- viii. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)
 - ix. EMD of the successful tenderer can be converted and adjusted against security deposit.
 - x. The security deposit shall not carry any interest.
22. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholders relative. Employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently comes to light, the contract may be cancelled.
23. No employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
24. If a tenderer expires after submission of his tender, the BHEL may be at their discretion cancel such tender.
25. The BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
26. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
27. Words imparting the singular number shall also deem to include the plural number and vice versa where the context to requires.
28. The expenses for completing and stamping the agreement shall be to the contractor's account.

29. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
30. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
31. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
32. The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TNEDERER” shall be deemed to form an integral part of contract for the work to be entered into.
33. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
34. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you are not interested in this tender.
35. The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.
36. The Successful Tenderer shall agree to the following conditions:
 - a) **Arbitration**
 - i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.

- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL
- b) Subject to the above, the appropriate court in Vellore District shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) **Risk Purchase**

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

- c) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

SPECIAL CONDITIONS TO THE TENDERER

SCOPE OF WORK

The following are the list of works to be carried out for Servicing of Vehicles & Equipments.

1. Buses, Cars, Jeeps, Lorries, Forklifts, Tractor etc. are to be water washed, inside body floor to be cleaned with brush, seats and interior are to be cleaned with cloth for dirt & dust. The above works are to be carried out as per the schedule given by garage in charge.
2. Greasing of vehicles and equipments to be carried out as per the schedule given by garage in charge.
3. Daily checking of water level in radiator, oil level in engine, brake oil level etc., are to be checked and topped up in all vehicles & equipments.
4. After servicing, greasing etc., vehicle will be inspected by garage in charge and will be certified for work completion.

5. Servicing activity should be carried out in two shifts (i.e.) 06.00Hrs to 14.00Hrs and 14.00Hrs to 22.00Hrs.
6. Adequate manpower a minimum of 02 persons/shift shall be engaged for carrying out the work.
7. Car washing equipment, greasing equipment, compressed air cleaning brushes, etc., will be provided by BHEL at free of cost.
8. All the consumables like, grease, oil, kerosene, cotton waste, cloth etc will be provided free of cost by BHEL.
9. Contractors should follow all safety precautions and instructions given by the garage in charge.
10. The personnel engaged in the work shall wear proper uniform, in kaki colour or dark blue colour.
11. The contractor shall follow all statutory requirements enforced by Government like PF, ESI, Insurance cover etc., for the labour engaged of the work. While quoting rates, the above factors shall be taken into consideration.
12. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
13. The current minimum wages as fixed by the Government of Tamilnadu for USW is Rs.190 per day, for SSW is Rs.197 per day and for Skilled worker is Rs.203 per day. BHEL insisted additional payment payable to Contract labourer for USW is Rs.2000/- PM, for SSW is Rs.2300/- PM and for Skilled worker is Rs.2500/- PM.
14. Accordingly, the current minimum wage including BHEL insisted additional payment for USW is Rs.256.66 per day, for SSW is Rs.273.66 and for Skilled worker is Rs.286.33 per day
15. The increase in minimum wages, if any, either by State Government or by BHEL will have to be borne by the Contractor initially and the same will be reimbursed by BHEL as per actual and as applicable.
16. The contractor's quoted rate shall inclusive of the Minimum wage as per Para 14 above plus all statutory payments for the same.

- 17.The contractor shall have PAN Number and shall be mentioned in the tender. Otherwise income tax @ 20% of the bill value will be deducted at source.
- 18.Statutory deductions like IT etc will be deducted from contractors payment as required by law.
- 19.The contractor has to follow the below mentioned conditions without fail.
- i. Annual Bonus shall be paid @ 8.33% or as per the law of the annual Wages.
 - ii. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
 - iii. Paid weekly off shall be given for every six days of continuous work.
 - iv. One day Earned Leave for every 20 days work shall be given.
 - v. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid.
 - vi. Shall arrange to provide E.S.I medical cards.
 - vii. Every month wage slip to the labours
 - viii. Annual slip for the P.F. contribution to be issued
 - ix. Annual returns for the P.F. and E.S.I payments to be filled
 - x. Safety and Personal Protective Equipments are to be provided
 - xi. Maintain the following registers
 - a) Attendance register
 - b) Wage register
 - c) Over time register

20.The total No. of vehicles/equipments to be serviced/greased are as follows

<u>Vehicle/Equipment</u>	<u>Qty</u>
a) Buses	03 Nos
b) Lorry	02 Nos
c) Cars	03 Nos
d) Vans	05 Nos
e) Jeeps	03 Nos
f) Fire tender	01 No
g) Fork lift	10 Nos
h) Two wheeler	03 Nos
i) Mobile cranes	03 Nos
j) Tractor	02 Nos
k) Trailers	08 Nos
l) Loco	02 Nos

PRICE BID
SCHEDULE OF RATES

SL.NO	DESCRIPTION OF VEHICLE/ EQUIPMENT	QTY	FREQUENCY IN A MONTH	RATE FOR SERVICING / MONTH	RATE FOR GREASING / MONTH
1	Buses	3	2		
2	Lorry	2	2		
3	Cars	3	2		
4	Vans	5	2		
5	Jeeps	3	2		
6	Fire tender	1	2		
7	Fork lift	10	3		
8	Two wheeler	3	2		
9	Mobile cranes	3	3		
10	Tractor	2	2		
11	Trailers	8	3		
12	Loco	2	3		
TOTAL					

***Ranking will be done based on the aggregate of sum of quotes for Servicing and sum of quotes for Greasing. For negotiation purpose the individual rates shall be considered.**

EMD DETAILS: DD NO/CR NO ----- DATED-----

NOTE

1. The Scope of above work covers daily cleaning and top up of Oil & Water etc.
2. The frequency is only indicative and is subject to vary, depending on usage and availability
3. Payment shall be made for only completed activities as per scheduled requirements.
4. Service tax if any shall be reimbursed at actual on production of relevant documents.
5. Bills shall be raised once in a month and payment will be made within 30 days as per BHEL norms. The contractor shall enclose, the monthly attendance details and payment particulars for each person engaged, along with the bill.