

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012,
Andhra Pradesh, INDIA.



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INVITATION TO TENDER

Ref : OPS/OS/SC/2014-15/18/018

Date : 23.02.2015

Sub: **Service Contract for "Providing Driver Services for BHEL (HPVP) Company Vehicles on Contract basis for a period of Two years.**

Dear Sir,

Sealed tenders are invited for the subject work in **Two Part Bid** (Techno-Commercial Bid and Price bids shall be kept in two separate envelopes and both kept in another single cover) from vendors who are reputed and experienced in execution of similar type of work.

1. VENDOR'S SCOPE OF WORK :

Sl. No	Description of Job	Total Shifts (Approx)	Total Extra Hrs (Approx)	EMD Amount	Estimated Value (Approx.)	Contract Period
1	Providing Driver Services for BHEL(HPVP) Company Vehicles	5072	7920	Rs 1,00,000/-	Rs 35.13 Lakhs (For 2 Years)	2 Years

Note : General Terms and Conditions for scope of supply of drivers shall be as per annexure – V

2. LOCATION OF WORK :

The execution of the work is to be carried with in BHEL – HPVP including extended factory premises.

3. CONTRACT PERIOD :

Contract period for the above works is **Two years** from the date of issue of Service contract or 28.04.2015 which ever is later.

4. VALIDITY OF THE OFFER :

The offer shall be valid for a period of **90 days** from the date of opening of Techno-Commercial bid.

5. ELIGIBILITY CRITERIA :

Qualification Criteria mentioned in Techno-Commercial bid (Part - A).

6. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

a. TECHNICAL BID - (PART A)

- Tender document duly signed by the bidder on all pages.
- EMD in the form of Demand Draft / Banker's Cheque for an amount of **Rs 1,00,000/-** (Rupees One Lakh only) in favour of **BHEL-HPVP, Visakhapatnam-530 012, A.P., INDIA.**
- Duly Signed Copy of all documents as shown in Techno-Commercial Bid (Part –A).
- Solvency Certificate.

b. PRICE BID - (PART B)

Duly signed Price bid in the prescribed format as per **Annexure – III** after filling the rates in figures and words. In case any discrepancy between two, the rate indicated in words will be considered.

Note: In case bidder fails to submit documents mentioned in Techno-Commercial bid (Part A), the price bids of those bidders shall be rejected & not considered for price bid opening.

7. PAYMENT TERMS:

Payment will be made after 45 days from submission of monthly bill along with following documents to Works Engineering department.

- a) Invoice
- b) Attendance Sheet duly certified by the Works Engineering department.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions,
- e) Proof of ESI payment with detailed calculation sheet of contributions,

Note :

1. All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer (EFT) form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.
2. Income Tax and work contract tax will be deducted as per the statutory rules from time to time & Service Tax extra if applicable will be reimbursed on submission of documentary evidence of payment.

8. PAYMENTS TO THE DRIVERS :

Payments to the drivers are to be made to the individuals by 10th of every month. Necessary proof is to be submitted along with the monthly bill.

9. GENERAL :

- a) The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of supply and the processes involved before submission of offer.
- b) For any clarifications required on this tender document, scope of supply etc., the bidders shall depute their authorized representatives to BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities between 09:00 AM and 04:30 PM.
- c) Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry. **Any deviations to the tender terms & conditions are not acceptable and BHEL reserves the right to reject such offers without further correspondence.**
- d) BHEL reserves the right to modify or cancel the tender enquiry at any stage without assigning any reasons thereof.

10. The following documents shall form part of tender enquiry.

- | | |
|---|------------------|
| a) Techno-Commercial Bid (Part – A) | - Annexure - I |
| b) Existing Minimum Wages | - Annexure - II |
| c) Schedule of Rates – Price Bid (Part-B) | - Annexure - III |
| d) Acceptance to Tender Terms & Conditions | - Annexure - IV |
| e) General terms and conditions for scope of supply | - Annexure - V |
| f) General terms and conditions for tender | - Annexure - VI |

11. TENDER SUBMISSION :

Tenders completed in all respects (Techno-Commercial Bid and Price bid shall be kept in two separate envelopes and both kept in another single cover) shall be dropped in the **Outsourcing Tender Box** placed at Reception counter, Admn. Building, BHEL-HPVP, Visakhapatnam or shall be sent by post / courier so as to reach the following address on or **before 13.00 Hrs on 17.03.2015** duly super scribing the Subject, Tender Ref. No. and Technical / Price Bid on the envelopes. **TENDERS RECEIVED AFTER THE DUE DATE & TIME ARE NOT ACCEPTABLE.**

**Outsourcing Tender Box, ADM Building,
Heavy Plates & Vessels Plant, BHEL, Visakhapatnam – 530012**

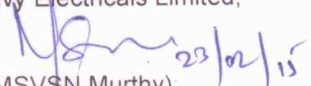
12. OPENING OF TENDERS :

Techno-commercial Bids will be opened on **17.03.2015 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL – HPVP, Visakhapatnam in presence of representatives from BHEL finance & the bidders. The date & time of opening of price bids will be intimated later. The price bid of the technically qualified bidders will also be opened in the presence of representatives from BHEL finance & the bidders. The bidders may depute their representatives at the time of opening of technical / price bids.

13. RISK PURCHASE :

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

for Bharat Heavy Electricals Limited,


(MSVSN Murthy)
Sr Manager (OS)

ANNEXURE – I

PART –A
TECHNO - COMMERCIAL BID

A. Information Part:

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

ANNEXURE – I

PART –A

TECHNO - COMMERCIAL BID

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B. Qualifying Criteria.

(The bidder has to meet the following requirements for submitting tender.)

Sl.No.	Particulars	To be Filled by Bidder
01.	<p>Experience of having successfully completed works (mentioned below) during last 7 years ending last day of January'15 should be either of the following:</p> <p>One work not less than 80% of the estimated cost of this NIT (Rs 28.10 Lakhs) or Two works of not less than 50% of the estimated cost of this NIT (Rs 17.57 Lakhs) or Three works of not less than 40% of the estimated cost of this NIT (Rs 14.05 Lakhs)</p> <p>For Experience Certificate: Copy of completion/ performance certificate from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed.</p> <p>Works means providing services for operation (driving) of heavy motor vehicles like trailer, tractors, fire tender, Bus, Lorry, Ambulance etc.</p>	
02.	Average annual financial turnover during the last three years ending 31 st March of the previous financial year, should be at least 30% of the estimated cost (Rs 10.54 Lakhs) . Audited balance sheets by CA to be provided.	Rs.
a.	Turnover – FY 2013-14	Rs.
b.	Turnover – FY 2012-13	Rs.
c.	Turnover – FY 2011-12	Rs.
03.	Income tax returns for three years to be provided (FY 2011-12 , 2012-13 & 2013-14)	Submitted / Not Submitted
04.	<p>Whether Registered with ESI Authority.(Yes/No) If yes, indicate ESI Registration No. (Proof to be enclosed) Contractor should obtain their own ESI code number before the actual commencement of the work.</p>	<p>Reg. No.:</p> <p>Submitted / Not Submitted</p>
05.	<p>Whether Registered with PF Authority. (Yes/No) If yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed) PF code number is not a pre condition for partition in Bid. However successful bidder shall obtain PF code number within one month from date of issue of LOI, from the PF commissioner.</p>	<p>Reg. No.:</p> <p>Submitted / Not Submitted</p>

ANNEXURE – I

PART –A

TECHNO - COMMERCIAL BID

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Sl.No.	Particulars	To be Filled by Bidder
06.	PAN No. of the tenderer (Copy of the same is to be enclosed)	PAN No.: Submitted / Not Submitted
07.	Service Tax Registration No. (Copy should be enclosed)	No.: Submitted / Not Submitted
08.	Firm Registration No. (Copy should be enclosed)	No.: Submitted / Not Submitted
09.	Labour Licence No. (if applicable)	No.:
10	Validity of offer; Minimum 90 days from the date of opening of Techno-Commercial bids.	Acceptable / Not Acceptable

C. Other Conditions:

Sl.No.	Particulars	To be Filled by Bidder
01.	Form of EMD furnished (Cheque is not acceptable) (To be enclosed in Technical-Cum-Commercial Bid)	DD / BC. No.
02.	Electronic Funds Transfer(EFT) form (Refer Annexure-A in the Tender Document) Duly Filled and certified through bank may be enclosed	Enclosed/Not Enclosed / N.A. Required only if it was not submitted earlier.
03.	Has the Tenderer read NIT	Tender Conditions Acceptable / Not Acceptable

Note:

1. If any of the above-mentioned criteria is not met the bid is liable to be rejected.
2. BHEL reserves the right to verify the information provided by the bidder. In case the information provided by the bidder is found to be false / incorrect, the offer shall be rejected.
3. Services offered by the bidder must meet the requirements of contract as detailed in the Tender specification.
4. EMD shall not carry any interest.
5. EMD shall be enclosed along with the Part-A – Technical offer.
6. The offer without EMD will not be considered for evaluation.

SIGNATURE OF THE BIDDER WITH STAMP

ANNEXURE – II**EXISTING MINIMUM WAGES**

Ref : OPS/OS/SC/2014-15/18/018

Date : 23.02.2015

Sub : Service Contract for "Providing Driver Services for BHEL (HPVP) Company Vehicles on Contract basis for period of Two years..

FOLLOWING ARE THE DETAILS OF THE PRESENT MINIMUM WAGES IN FORCE OF CONTRACT LABOUR PER DAY FROM 01.10.2014 ACCORDING TO THE CENTRAL LABOUR DEPARTMENT.

ITEM DESCRIPTION	SKILLED WORKER
MINIMUM DIALY WAGES IN Rs	367.00
PF @ 13.60%	49.91
ESI @ 4.75%	17.43
BONUS @ 8.33%	30.57
LEAVE WAGES FOR 18 DAYS	21.17
TERMINAL BENEFIT FOR 15 DAYS	17.64
HOLIDAYS FOR 10 DAYS	11.76
TOTAL IN Rs :	515.48

SIGNATURE OF THE BIDDER WITH STAMP

PART – B**PRICE BID**

Ref : OPS/OS/SC/2014-15/18/018

Date : 23.02.2015

Sub : Service Contract for "Providing Driver Services for BHEL (HPVP) Company Vehicles on Contract basis for period of Two years.

SCHEDULE OF RATES

Sl. No.	Description of Work	Unit	Qty	Unit Rate in Rs	Total Amount in Rs	Total Amount in Words.
1	Rate for running of one vehicle per shift (i.e. 8 hours operation) as per the scope of work.	Shift	5072			
2	Rate per extra hour beyond 8 hours.	Hr	7920			
	Total					

Note:

1. No column should be left blank. If any column is left blank the offer is liable to be rejected.
2. Rates quoted shall be inclusive of all taxes & duties excluding service tax. Applicable service tax shall be payable by the contractor to Govt. The same will be reimbursed by BHEL on submission of proof payment along with monthly bill.
3. The quantity indicated above is approximate and may vary on both sides subjected to the actual work. However payment shall be made for the actual quantity only.
4. **L1 shall be evaluated based on quoted total price.** However BHEL reserves the right to negotiate with L1 vendor.
5. The contractor shall pay the wages to his labour according to the wages fixed under the Contract Labour Act and as notified by Regional Labour Commissioner (Central) Hyderabad, Government of India from time to time. **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**
6. If a driver in a particular shift continues for next shift due to absence of any driver, it will be considered as one shift operation for payment.

SIGNATURE OF THE BIDDER WITH STAMP

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the bidder with stamp

ANNEXURE -V**GENERAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY**

1. The successful bidder shall be able to provide Driver services as per NIT every day, as per the requirement of BHEL, Visakhapatnam in A, B, C & G Shifts.
2. The contractor shall ensure that drivers engaged by him have valid driving licenses to run the following vehicles.

Sl. No.	Vehicle	Shift	Operation
1	Utility Van	A or G	Working Days
2	Lorry	A or G	Working Days
3	Fork Lift or Lorry or Trailer	A,B and G	Working Days
4	Fire Tender	B and C	All days including Holidays & Sundays
5	Ambulance	G	Working Days

i.e., During Working days Number of shifts per day = 8 Shifts.

During Sundays/ Holidays Number of shifts per day = 2 Shifts

3. The method of measuring the job carried out by the contractor is on monthly basis. Payment towards work will be made to the contractor for each vehicle on submission of bill as per following format.

Details of the vehicle: _____

Bill for the period of: _____ to _____

SL. No.	Bill Details	Amount
1	Rate for Driving of the vehicle per shift (i.e. 8 hours operation) as per the scope of work.	xxxxxxxxxx
2	No. of Shifts the Vehicle operated in the month	xxxxxxxxxx
3	Sub total (Sl.No.1 x Sl.No.2)	xxxxxxxxxx
4	Rate per extra hour beyond 8 hours.	xxxxxxxxxx
5	No. of extra hours operated in the month	xxxxxxxxxx
6	Sub total (Sl.No.4 x Sl.No.5)	xxxxxxxxxx
7	Total Payment for this vehicle per month(Sl.No.3 + Sl.No.6)	xxxxxxxxxx

4. Fire Tender driver service to be provided in B and C shifts on all days including Holidays & Sundays. For other vehicles if Driver service is required on holidays and Sundays, prior information would be given to the Contractor or driver engaged by him and on receiving such information it shall be ensured that driver service is provided on such days.
5. Number of vehicles required to be run may vary (increase/decrease) depending upon the requirement. The contractor shall provide driver services accordingly. Ambulance and Fire Tender being emergency services, a penalty of Rs.1,000/- per shift (8 Hrs.) will be deducted if service is not provided on any day.
6. The normal operation timings of vehicles are indicated above. However, if required by BHEL, the contractor shall ensure that the drivers engaged by him continue beyond normal duty hours for which charges applicable beyond normal duty (extra hour charges) hours would be paid.

ANNEXURE – V**GENERAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY**

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7. **Payment terms :**
Payment will be made after 45 days from submission of monthly bill complete in all respect. Contractor has to maintain Vehicle Log book supplied by BHEL for each vehicle. All payments will be released only through RTGS through BHEL proforma.
8. The contractor shall instruct drivers engaged by him that whenever the vehicles are used in the factory premises, the speed limit of 10 to 15 km/hr should be strictly followed.
9. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker. Ensure that the drivers are competent persons with valid driving license (i.e., Heavy Goods Vehicle, Heavy Passengers vehicle), proficiency in driving and courteous behaviour.
10. The driver should be in the age limit of 25 to 50 years and should have minimum 3 years experience on heavy vehicle such as Passengers / Goods Vehicles. (proof of valid license and proof of age to be submitted if required)
11. The contractor should have registration with P.F. & ESI Authorities.
12. Payment of E.S.I., PROVIDENT FUND, and INSURANCE etc. should be on individual driver's name and other statutory requirements to the drivers will be borne by the Contractor as per Government guidelines.
13. The Driver deputed by the Contractor should possess required **Heavy Motor Vehicle** Driving License and the driving license should be renewed by the driver as and when required.
14. BHEL reserves the right to test the drivers by conducting driving test & interview during the contract period. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by the employee, BHEL Reserves the right to terminate. Contractor should ensure to replace such employee immediately.
15. Contractor should ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission from BHEL.
16. Contractor should keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
17. Normally one vehicle will be run by a driver. In case if one driver has to run more than one vehicle in a shift (within 8 hours) then it is treated as single vehicle operation and extra hour charges will only be paid beyond 8 hours of his duty.
18. In case of driver's absence, substitute should be arranged immediately by the contractor without fail with prior intimation to BHEL.
19. The drivers should wear KHAKI Uniform.
20. The driver should take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, battery condition, fuel level, engine oil level, differential oil, gear oil, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.
21. The contractor shall be liable for any damage to the company vehicle and company property whether accidentally or otherwise by the driver during the period of contract.
22. The contractor is solely responsible for resolving all RTA/ Traffic police cases if any with respect to drivers.
23. The contractor shall ensure that drivers engaged by him follow all the traffic rules and comply with the provisions of Motor vehicle Act, 1988. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account and BHEL will not reimburse the same under any circumstances. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty.
24. The contractor or driver engaged by him shall maintain records in trip sheet/log book provided for the vehicle on day to day basis and make available the same for verification by BHEL whenever so required.

ANNEXURE – V

GENERAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY

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25. The Contract is for a period of 24 months with effect from the date of commencement of work. With the option of the company, the contract can be renewed further on the same terms and conditions at the time of renewal.
26. The contractor should have well-established office and having telephone facilities for communication in Visakhapatnam.
27. Any statutory requirement / levies such as income tax etc. payable will be deducted at source.
28. The contract can be terminated at any time by giving one month notice by BHEL.
29. The payment will be made every month on verification of the bills submitted by the contractor with our records.
30. The reporting point of the drivers is at Transport Department for allotment of trips and instruction by the concerned in – charge.
31. The Contract is governed by the general conditions of BHEL, Visakhapatnam of similar nature and will be operated by the in charge of Transport Department.
32. Contract Labour License (if applicable): The Contractor shall obtain License from the statutory authority. The competent authority (Licensing Authority) for the works relating to BHEL, Visakhapatnam is the Asst. Labour Commissioner (Central), Visakhapatnam.
33. The Contractor is required to submit his bill once in a month to the company by 7th of each month for releasing payment for the work done in the previous month. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI etc. in respect of drivers along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to the drivers. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his drivers at the end of the contract period.
34. The contractor shall pay the minimum wages to the drivers as per the wages fixed under Labour Department, Regional Labour Commissioner (central), Hyderabad from time to time. Any revision in wages shall also be paid by the contractor to the drivers from the date from which the revised wages are effective. BHEL will not reimburse any such amount due to revision of minimum wages by the Government.
35. The Contractor shall pay the wages for the public Holidays being observed by the Company.
36. The Contractor should cover the drivers under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts as applicable.
37. The contractor should cover the drivers under provident fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
38. The contractor should pay the amount towards Bonus, retrenchment compensation, benefit for public holidays, leave wages etc. as notified by central labour department to the drivers on completion of the contract and submit proof of such payment along with the final bill.
39. Contractor should maintain appropriate records of his employees deployed to carry out the job.
40. The contractor shall provide identity cards to the drivers engaged by him, which will be produced by them on demand to Officers or other staff of the company. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the drivers.
41. The Contractor shall be responsible to follow the various laws applicable to his workers such as Contract Labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident Fund Act, Employees State Insurance Act, etc. And the rules made there under from time to time.
42. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him and BHEL, VISAKHAPATNAM shall not issue any subsidized coupons for this purpose.

SIGNATURE OF THE BIDDER WITH STAMP

ANNEXURE - VI**GENERAL TERMS AND CONDITIONS FOR TENDER**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
5. Rates for each item of the tender schedule should be quoted in Rupees only. In case of any difference in rates quoted to figures and in words, the lower of the rates will be taken as the tendered rate.
6. Income-Tax will be deducted as per the Rules.
7. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

8. Earnest Money Deposit:

Tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit. Earnest Money is to be paid by each Bidder to ensure that the Bidder does not refuse to execute the work after it is awarded to him.

EMD by the Bidder will be forfeited as per tender documents if

- i. After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii. The Bidder does not commence the work within the period as per LOI / Contract.

EMD of unsuccessful Bidder shall be refunded after acceptance of award of work by successful Bidder. EMD of the successful Bidder will be converted to security deposit. EMD shall not carry any interest.

9. Security Deposit:

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as below:

- Up to Rs. 10 lakhs : 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 Lakhs: Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs

The security Deposit should be deposited before start of the work by the contractor.

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 Certificates, Kisan Vikas Patras 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 should have the approval of BHEL.
- vi. Fixed Deposit Receipt 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.

ANNEXURE – VI**GENERAL TERMS AND CONDITIONS FOR TENDER**

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- vii. Security deposit can also be deposited 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 deposited from the running bills.
- viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix. The security deposit shall not carry any interest.
Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- 10. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
- 11. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
- 12. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- 13. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 14. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
- 15. Should a bidder's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- 16. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- 17. Security Deposit may be refunded on completion of the work and on submission of No Due Certificate.
- 18. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Visakhapatnam. The contract agreement shall be entered with BHEL, Visakhapatnam, on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost. Unless the Contractor, whose tender is accepted, signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of the tender withdrawn.
- 19. After opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn.
- 20. BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
- 21. Tenders not submitted on the prescribed forms are liable to be rejected.

ANNEXURE – VI**GENERAL TERMS AND CONDITIONS FOR TENDER**

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22. Tenders submitted by Post should be sent by "Registered Post with Acknowledgement Due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
23. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
24. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
25. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
26. Contractor may read 'BHEL WORK POLICY' available with the department for further clarification regarding our works contract policy.
27. **Towards Statutory Liability if applicable**
 - a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, payment of Gratuity Act- 1972, ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with latest version by the contractor
 - b) Contractor shall comply with all statutory requirements, rules, safety norms, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
 - c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
 - d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
 - e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
 - f) Contractor shall be solely responsible for non payment / delayed payment of wages /DA, contributions under EPF, ESI Act etc.
 - g) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - h) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
 - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
 - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
 - m) Over and above the daily wage rate, payment shall be made for leave with wages.
 - n) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
 - o) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
 - p) Once the contract is awarded, it is the responsibility of contractor to pay wages due to intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt.

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GENERAL TERMS AND CONDITIONS FOR TENDER

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28. **ISSUE OF PF ANNUAL SLIPS:** The contractor is responsible for issue of annual PF slips to all the labour engaged by him.
29. **PAYMENT OF OVER TIME:** Contractor has to make payment for overtime worked by labour beyond 8 Hrs driver service.
30. In case, the drivers provided by contractor are not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.

31. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

SIGNATURE OF THE BIDDER WITH STAMP

(Required only if it was not submitted earlier)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL, HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:
Date:

Bank Manager / Officer
Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal

Operating the contract / Services