



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
 Siri Fort, New Delhi-110049
 Tele No. 011- 66337439

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate/Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under single part bid system for **"Providing Services of Drivers at Delhi based BHEL offices"**.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:20:CL:104
2.	Date of Issue of Tender:	21-12-2020
3.	Tender Title:	"Hiring of Agency for providing Drivers at Delhi based BHEL offices"
4.	Name of BHEL Units where work is to be carried out	BHEL- Delhi
5.	Last date/ time for receipt of tender:	24-12-2020 by 03:00 PM
6.	Date/ time of opening:	24-12-2020 at 03:30 PM
7.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
8.	EMD (₹):	₹ Nil
9.	Minimum Validity of tender offer:	90 days from the due date of submission of offer
10.	Scope of Work:	Providing Drivers. Detailed scope of work is specified in the Tender Document.
11.	Duration of Contract:	Six Months

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.

(Manish Bhaskar)

Dy. Manager (HR-GAX & ISMG)

E-mail: manishkbhaskar@bhel.in



GENERAL CONDITIONS OF TENDER**1. GENERAL INSTRUCTION TO BIDDERS****1.1. DESPATCH INSTRUCTION**

- 1.1.1 All pages of the tender document shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2 All documents submitted by the Bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.3 Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.4 All entries in the tender documents should be in one ink.
- 1.1.5 Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.2. SUBMISSION OF BIDS

- 1.2.1 Bidders must submit their bids as per instructions in the NIT i.e. Bids shall be strictly in accordance with the tender specifications.
- 1.2.2 Bid can be submitted through email to manishkbhaskar@bhel.in by due date & time.
- 1.2.3 Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.4 After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.



1.2.5 **Tender Opening:** Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of contractors who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.

1.2.6 Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. Visit shall be made on any working day between 9:00AM to 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. **LANGUAGE**

1.3.1 The bidder shall quote the “**SERVICE CHARGE**” in English language and international numerals ONLY. The “**SERVICE CHARGE**” shall be entered in figures as well as in words. For this purpose, the metric system of units shall be used.

1.3.2 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

1.3.3 Currencies of Bid & Payment: Indian Rupees (₹) only.

1.4. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:**

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

1.4.1 If there is a discrepancy between the service charge and the total price/charge, the service charge shall prevail and the total price shall be corrected, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the service charge, in which case the total price as quoted shall govern and the service charge shall be corrected.

1.4.2 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.

1.4.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.4.4 If there is a discrepancy between words and figures, not pertaining a, b & c above, the higher service charge shall be considered for evaluation and lower service charge shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.

1.4.5 If any bidder does not accept the correction of errors, their bids will be disqualified.



1.5. **VALIDITY OF OFFER:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of bid. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s).

1.6. **SECURITY DEPOSIT:**

1.9.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be **5%** of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. *{Copy of proper prescribed format of BG will be provided by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document}.*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

1.9.2 The security deposit shall not carry any interest.

1.9.3 The validity of Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 03 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.

1.9.5 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations, after deducting all expenses / other amounts due to BHEL under the contract.

1.9.6 **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished/submitted by the Contractor, the following shall be complied with

- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.



- ii) The Bank Guarantee shall be as per prescribed formats.
- iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

1.7. **REJECTION OF BIDS**

- 1.10.1 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 bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.10.2 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.10.3 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.10.4 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.10.5 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.10.6 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

- 1.8. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:



COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

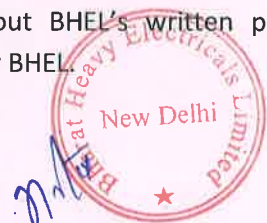
COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

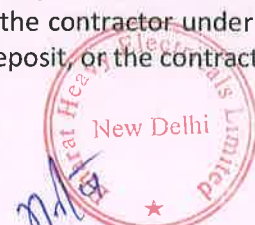
- 1.9. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to **BHEL Fraud Prevention Policy** displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.10. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. The Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract in any of the following cases.
- 1.10.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.10.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.10.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.10.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.10.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.



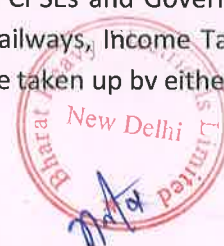
- 1.10.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 1.11. The bid submitted by the bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.12. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
- 1.13. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.14. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.15. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.16. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Agreement, which shall be executed between the successful bidder and BHEL.
- 1.17. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT.
- 1.18. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.19. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.20. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.21. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.



- 1.22. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.23. **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he or any of his workforce deployed, will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.24. Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.25. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 1.26. **ARBITRATION:**
- 1.31.1 Both the Company and Contractor hereby agree that 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/ Contractor 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. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.
- Subject 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 New Delhi.
- 1.31.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution



through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS1835 dated 22 05-2018 and any subsequent amendments thereof.

1.32 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

1.32.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.32.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.33 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has

to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.34 **DEVIATIONS:** Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure A – “No Deviation/Acceptance Certificate” (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.
- 1.35 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will be valid for a period of six months from the date of commencement of contract. However, the same can be extended mutually for a period of three months on the same rates, terms & conditions. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days’ notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any amount becoming due under this Agreement.
- 1.36 BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.
- 1.37 **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a “no claim certificate (**WAM 10**)” in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.
- 1.38 **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder’s bid has been accepted.
- 1.39 **Lisasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.40 **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.



1.41 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.42 **SERVICE CHARGE:**

- i) The "Services Charges" quoted by the bidder in their "Price-Bid" will be payable to Bidder as profit margin for providing the services of driver on monthly basis.
- ii) The Bidders are advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at **S. No. 8** in "**Annexure-D**".
- iii) "Service Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this count shall be entertained.
- iv) While quoting the reasonable "Service Charge", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, Conveyance Charges, Supervision Charges, Amount of Security Deposit, and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of driver services.
- v) If a bidder quote "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation.

1.43 **EVALUATION CRITERIA:**

- i) Evaluation of the bidders will be done based on quote of "Service Charge".
- ii) The Contract would be awarded to the bidder quoting the minimum "Service Charge" as indicated in the Price-bid format.
- iii) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in presence of respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.

- iv) Based on the outcome of Price-bid opening, the bidders would be ranked from L-1 position in ascending order.

1.44 **PRICE VARIATION:** The "Service Charge" quoted by the bidder will remain firm for the entire Contract duration up to extended period (if any). BHEL shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. whatsoever or any increase in any duties, levies etc. in respect thereof whatsoever and the Contractor's Service



Charge and Contractor's obligation shall remain unaffected by such escalation and/or increase. However, during the validity of contract period, the Contract Value will vary depending on the followings:

- i) Any changes/revision in the cash components (fixed by BHEL);
- ii) The periodic Wage/VDA revision, as & when notified by Govt. of NCT of Delhi will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended;
- iii) Any changes in PF / ESI/ Bonus contribution of employer's portion due to changes in respective Acts / Laws.
- iv) GST (as applicable) will be payable extra/additional by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.



SCOPE OF WORK/ SERVICES

- 2.01 **QUANTUM OF WORK:** The successful bidder has to deploy approx. 38 Nos. (Thirty Eight) of Drivers for 211 man-months (with maximum variation of +30% for both drivers and man months) during the period of 06 months at following Delhi based BHEL offices to provide the required Driver Services. There is no threshold for minimum no. of drivers as it can go even lower if company is not operating lease vehicles at any point of time. However, the requirement of drivers & man months is indicative only and BHEL reserves the right to go with maximum variation of +30% for both drivers and man months at the same rates, terms and conditions of this tender during the validity of the contract and BHEL can also ask the Contractor to shift the services (partially or fully) from one location to another location of BHEL within Delhi at the same rates, terms & conditions. **BHEL also reserves the right to foreclose the required services (partially or fully) by giving 15 days' notice to the contractor.**

SL. No.	Name of BHEL Offices
i	BHEL House, Siri Fort, New Delhi-110049
ii	Integrated Office Complex, Lodhi Road, New Delhi-110003

- 2.02 **MINIMUM QUALIFICATION / QUALITIES OF DRIVERS:** The Contractor will have to ensure following requirement/qualities of Drivers before engagement/deployment at BHEL. BHEL at its own discretions may ask the Contractor to get documents/qualification of Driver verified at any stage during the Validity of Contract. Under any circumstances, no Driver having qualification below than that of following minimum qualification, should be engaged/deployed by the contractor. For non-compliance on this account observed at any stage during the validity of contract, Suitable action will be taken against the Contractor as per tender terms & conditions. BHEL's decision in this regard shall be final & binding on the Contractor.

- i) Must have a valid commercial driving license with proper badge. Copy of drivers' Licence(s) is requisite. Contractor shall ensure that all the drivers will carry valid driving licenses in original. The photocopy of the driving licenses of the driver shall submit to BHEL at the time of joining of duty.
- ii) Must be conversant with Delhi / NCR routes;
- iii) Shall be gentle, polite, courteous, and should be in uniform while on duty;
- iv) Must maintain office decorum and while on duty should not be in drunken / drugged condition;
- v) Must possess mobile phone for better coordination;
- vi) Shall be physically fit and punctual at work. A certificate regarding Physical Fitness for driving (including Eye Test of the driver), from an authorized Medical Practitioner registered with DMC / MCI should be furnished.
- vii) Shall be literate. Driver should be able to communicate (write & speak) Hindi/English.
- viii) Should possess experience of at least 2 years of driving. Age of any of the driver during contract period should not exceed 60 years.



- ix) Should also possess some basic knowledge of motor mechanism, of similar vehicles.
 - x) The driver's name, address and antecedents should be duly verified by the Police/agency hiring such drivers (up to date Police Verification for each driver is to be submitted to BHEL).
 - xi) The driver, in addition to safe driving of the car, is expected to receive/alight the occupants in a very respectful manner and would obey the instructions of the occupants.
- 2.03 Efficiency, promptness, good behavior and politeness of the Driver are the essence of the contract. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations. The contractor will deploy trained and efficient Driver for the above Services. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed. The Drivers deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employees medically examine on regular interval.
- 2.04 **NATURE OF SERVICES:** The contractor shall perform all the required services on day to day basis. The contractor has to enforce the shift duty & working timing in such a manner that job/services shall be completed efficiently & timely as per requirements of BHEL.
- 2.05 Contractor has to deploy approx. 38 Nos. Drivers in the contract at any given day. Any deficiencies under the services to be provided to BHEL, monthly payment against Job / services, get deducted to the tune of shortages on account of absenteeism.
- 2.06 Contractor agrees and undertakes to provide Drivers to BHEL for Toyota Corolla Altis, Maruti Ciaz, Swift Dzire and other cars hired by BHEL on lease. In case of any change in the vehicle mix and / or inclusion of vehicle either party shall intimate through written communication and shall seek written permission of the same.
- 2.07 Contractor shall submit a schedule of Driver deployment plan to BHEL at beginning of the Contract. It shall be the responsibility of BHEL to ensure that the respective vehicles are made available for the above purpose as per planned scheduled.
- 2.08 Contractor shall provide one driver per vehicle as per the requirement of BHEL.
- 2.09 BHEL shall inform contractor at least one day in the advance in writing of any change in the time schedule or in the route.
- 2.10 BHEL shall provide the name and designation of the person(s) at every operating point of BHEL, who are authorized to give direction for vehicle to be deployed on a particular day and time.
- 2.11 Out of all the drivers deployed by the contractor; one should be nominated by contractor as Supervisor for coordinating & maintaining records and recording transportation activity.
- 2.12 The major responsibility of the Supervisor of the contractor would be as under:
- i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the work.
 - ii) Passing on the work instructions to his team of Drivers ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document & contract.
 - iii) To ensure proper conduct and discipline by his team of Drivers, while performing their duty at BHEL premises.



- iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of Drivers.
- 2.13 **REPLACEMENT OF DRIVER:** In the event of leave / absence of the driver(s), the Contractor shall arrange and provide replacement of the driver(s) for the entire duration of leave / absence at no extra cost to BHEL. Failing to provide alternative driver, BHEL shall arrange driver for those period and the said charges will be deducted from Contractor's bill upon production of necessary evidence in this regards.
- 2.14 **UNIFORM / LIVERIES:** The contractor shall ensure that while on duty, his Drivers put proper uniforms in distinctive color code and in neat & clean conditions issued to them by the Contractor. Contractor will issue at least 2-sets of Uniform (shirts, pants, belt, shoes, socks, Woolen Jersey, etc.) to their Drivers. The driver would wear well stitched and ironed uniform during duty hours as approved by BHEL and provided by the Contractor. It should be treated as mandatory requirement because Uniform Charges will be paid to the Contractor every month.
- 2.15 The driver would necessarily keep mobile phone with connection with him for 24 hours, even on roaming, and would attend and make calls at the directions of occupants and the lump-sum expenses @ Rs. 250/- per month (or on pro-rata basis if the driver is deputed for part of the month) for maintenance of mobile instrument and mobile connection would be paid to the Contractor on submission of proof of payment of the same to the Driver deputed by them.



SPECIAL TERMS & CONDITIONS OF TENDER

- 3.01 STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to DELHI with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE FACTORIES ACT -1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960, THE INDUSTRIAL DISPUTES ACT-1947, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, DELHI SHOPS AND ESTABLISHMENTS ACT 1954, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT 1979, THE CODE ON WAGES, 2019** and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. 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. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 3.02 DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.
- 3.03** The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
- 3.04** The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be

responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event, the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.

- 3.05 BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 3.06 Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 3.07 The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 3.08 **The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.**
- 3.09 **CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so,** as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
- 3.10 All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.
- 3.11 **REGISTERS AND RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless



otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

3.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM – XII
- Copies of Wage Slips in FORM – XIX.
- Copies of Half-Yearly Returns in in FORM – XXIV.

3.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

3.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952:

The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

3.11.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in **FORM- C**.
- The contractor shall send a return in **FORM – D** to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

3.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register – FORM A.
- Wage Register – FORM B.
- Register of Loan/Recoveries – FORM C.
- Attendance Register – FORM D.



- 3.12 RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.
- 3.13 The contractor shall comply with all norms stipulated by BHEL such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site etc.
- 3.14 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 3.15 All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his Drivers.
- 3.16 The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Drivers engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 3.17 The swipe card system (Biometric Attendance System) wherever applicable or an Attendance Register of the Contractor's Drivers shall be maintained by the Concerned Supervisor of the Contractor at each work premise separately for physical verification by BHEL & Statutory Authorities.
- 3.18 **CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days or whenever required during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.



- 3.19 BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.
- 3.20 In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 3.21 The contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 3.22 The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.23 Successful contractor shall have to execute "Contract Agreement" on a non-judicial stamp paper of Rs.100/- at DELHI.
- 3.24 **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- *if the number of workforce deployed is more than 19*) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of license to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour license. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 3.25 **IDENTITY:** The Contractor shall ensure that the Drivers engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Driver shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 3.26 **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 3.27 **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL.
- 3.28 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and

submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.

- 3.29 **EPF:** The Contractor shall comply with the provisions of Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "UAN Card" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 3.30 The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all Drivers in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching Drivers to deliver services/advice quickly.
- 3.31 **ESI:** The contractor shall strictly comply with the provision of Employees' State Insurance Act-1948 (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "ESIC SMART PEHCHAN CARD" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 3.32 In lieu of ESI {for those set of workforce who are or will be outside the coverage of ESI}, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 3.33 As per the Payment of Gratuity Act, 1972, "*completion of continuous service of five years is not necessary where the termination of the employment of any employee is due to death or disablement*" and hence payment for gratuity in such case during the currency of the contract will be paid to the contractor on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee shall be paid by the contractor to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.



- 3.34 The Contractor shall immediately at the time of employment/deployment of any Drivers, inform the Driver of his rights (under EPF/ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the Drivers.
- 3.35 **CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:** While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
- 3.36 Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.
- 3.37 The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.
- 3.38 The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 3.39 **WORKING DAYS / HOLIDAYS / LEAVE:** All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of "Weekly-Off" or "National Holidays". Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. The Contractor's workforce shall also be entitled to leave in each calendar year as admissible under Delhi Shops and Establishments Act -1954 viz., (i) 15 days' privilege leave after one year i.e. 5 days' privilege leave with pay after every four months of continuous employment; (ii) 12 casual/sick leave after one year i.e. one casual/sick leave, after every month of continuous employment which cannot be accumulated beyond one year. Contractor will make payment/disbursement of leave-salary on account of un-availed 15 days' privilege leave) to his workforce on calendar year basis. Any leave availed in excess of limits specified above shall be without pay.
- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
 - Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).
 - If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.



- The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.
- 3.40 **WORKING HOURS** - 8½ Hrs. with a lunch break of half-an-hour. The drivers attached with senior officials for duty are required to be present everyday on time and shall be available for duty as and when required by the respective official.
- 3.41 **CHARGES FOR EXTRA SERVICES / OVER TIME:** In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions in writing from authorized representative(s) of BHEL. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. The payment of OT hours shall be made at actual in line with **Annexure-G**. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised. Contractor has to maintain records and register prescribed for Over Time.
- 3.42 BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 3.43 **WAGES:**
- 3.43.1 Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) is subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 3.43.2 The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages) or any other law time being enforced, along with BHEL additional payment / cash component of ₹4100/- for Skilled Category of workforce.
- 3.43.3 Increase of VDA as & when notified by **Govt. of NCT of Delhi** (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
- 3.43.4 All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- F**.
- 3.43.5 Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also

mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. **The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.**

- 3.43.6 The contractor shall fix wage periods in respect of which wages shall be payable.
- 3.43.7 No wage period shall exceed one month.
- 3.43.8 Where an any member of Contractor's workforce deployed at BHEL-premises has been— (i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within two working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.
- 3.43.9 All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 3.43.10 Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.
- 3.43.11 An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: *"Certified that the amount shown in column No. ... has been paid to the workman concerned on at"*
- 3.43.12 The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL having conducted such a training to all the workforce.
- 3.43.13 **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall pay or cause to be paid wages to their workforce (deployed at BHEL-premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**



- 3.44 **BONUS:** The contractor shall be liable to pay statutory bonus under **The Payment of Bonus Act 1965** or any other law time being enforced and submit proof of disbursement of bonus. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **The Payment of Bonus Act 1965** and **The Payment of Bonus Amendment Act-2015**. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. and submit proof of payment of bonus in **Form-C** and **Form-D** under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).
- 3.45 **Safety, Health and Environment (SHE) Management:**
- 3.45.1 All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 3.45.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 3.45.3 **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 3.45.4 **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.
- 3.45.5 **Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 3.45.6 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the **"National Policy on Safety, Health and Environment at Workplace"**.
- 3.46 BHEL shall have no direct responsibility / liability in respect of the Drivers engaged by the Contractor on Job Contract Basis under this Agreement.
- 3.47 The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 3.48 The Contractor shall exhibit its license (Labour License etc.) or copy thereof in a conspicuous place at workplace in BHEL Premise. Every contractor shall display an abstract of the Contract Labour (Regulation



and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).

- 3.49 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 3.50 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 3.51 The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also.
- 3.52 All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 3.53 The contractor shall not deploy any workforce below the age of 18 years.
- 3.54 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 3.55 Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.
- 3.56 The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 3.57 The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.
- 3.58 **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.
- 3.59 **LIMITATION OF LIABILITY:**
- 3.59.1 BHEL shall provide necessary documents for the coverage of vehicles under warranty as provided by the manufactures or any other party to BHEL.



- 3.59.2 The Contractor shall have safe keeping responsibility of the equipment / accessories or any other set up as per handing over taking over note if such equipment is installed by BHEL on the said cars. The maintenance or repair of the cars (not including the damages mentioned in the penalty clauses of this NIT) and of equipment's installed of the same shall be responsibility of BHEL.
- 3.59.3 BHEL shall not carry any hazardous, spurious, banned drugs/ narcotics, unlicensed goods and/ or any contraband or materials in the cars to be driven by the drivers deployed under this contract. Contractor shall not be liable for any loss or damage which may be cost to BHEL in case of accident due to carriage of any such materials. Further, in case of any loss or damage suffered by Contractor or the Driver due to carriage of any hazardous material by BHEL then BHEL shall indemnify the Contractor for such loss or damage.
- 3.60 **UNDERTAKING OF BHEL:** BHEL hereby unconditionally and irrevocable undertakes, declares, agrees and acknowledge that:
- 3.60.1 All the documents (Copy of RCs, Car-Insurance, Pollution Certificate etc.) required for "on road running" of the respective cars shall be provided by BHEL to the Contractor.
- 3.60.2 The Contractor shall not disclose any information to any third party of any nature regarding transportation or related operation whatsoever without prior written consent of BHEL unless it is required in the normal course of the business or specifically required under any law for the time being in force.
- 3.60.3 BHEL shall take necessary-comprehensive insurance policy including 3rdparty liabilities to cover any accident, damage, theft or loss of life and property including permanent or temporary disability of any vehicle and shall keep it valid during the validity period of this agreement as deemed fit by BHEL.



COMMERCIAL TERMS & CONDITIONS**4.01 PAYMENT TERMS:**

- a) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- b) The payment would be made on the basis of actual number of drivers deployed by the contractor during the month.
- c) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- d) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e) While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- f) While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

4.02 PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Section-II and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form-D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

4.03 The contractor shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of service provided to BHEL.



4.04 PAYING AUTHORITY AND INVOICING DETAIL: Paying Authority / Invoicing details for the different job location under the contract shall be intimated later by BHEL.

4.05 TAXES & DUTIES:

- a. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c. GSTIN of BHEL will be provided to the contractor along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- h. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

4.06 PENALTY CLAUSES:

- 4.06.1 The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.
- 4.06.2 Failure to provide services owing to unavailability of requisite number of drivers, unwarranted behaviour / indiscipline of the drivers or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Bidder or of Bidder or both, as deemed fit.
- 4.06.3 INCIDENTS RESULTING TERMINATION OF CONTRACT: Following incidents will be considered as reason for both; major penalties (i.e. 1 to 10% of the Service charges quoted by the bidder incl GST. The service



charge incl GST shall be considered for the entire contract period) and may also attract termination of contract as the case may be under S.No. a, b, c & e of table given below.

S. No.	Incident
a.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the service
b.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
c.	In case of any misrepresentation while claiming the payment
d.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
e.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.

- 4.06.4 The grounds mentioned in hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 4.06.5 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 4.06.6 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
a.	<u>Misconduct / Misbehaviour by the Driver:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking	If BHEL so requires, the Contractor shall forthwith withdraw such Driver and immediately provide suitable replacement in place of such withdrawn Driver at no extra cost.



	(alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)).	Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, BHEL may, in the event of such misconduct/misbehaviour on the part of the Driver of the Contractor forthwith terminate the Contract without any notice and also report the case to the police. In the event any such misconduct/misbehaviour/offences on the part of the Driver of the Contractor leads to a pecuniary loss being suffered by BHEL or the Officials of BHEL etc. such loss will be made good by the Contractor.
b.	Damage caused to the property of BHEL or of any of Official(s) of BHEL etc. present in the premises/car by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the contractor and shall recover the same from the payments due to the Contractor and/or from the security deposit. <i>Note: If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i>
c.	Non-compliance to Uniform: While on duty, if the Driver is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying the Identification card with lanyards.	The Contractor will be liable for penalty of ₹100/per day/per Driver for non-wearing of uniform/wearing unclean/untidy uniform and ₹50/per day/per Driver for not carrying valid identity card with lanyards and same shall be recovered by BHEL from the payments due to the Contractor or from security deposit. <i>If BHEL so requires, the Contractor shall forthwith withdraw such Driver and immediately provide suitable replacement in place of such withdrawn Driver at no extra cost.</i>
d.	In case of accident of Car.	Degree of negligence/responsibility on the part of driver will be ascertained by the BHEL and penalty will be imposed on the Agency to the extent of repair cost of the vehicle.
e.	Non-maintenance of car & its Cleanliness: a) Driver has to ensure Engine oil & Brake oil check, Battery water check etc. b) Cloth, bucket and 250 gm detergent cake will be provided by BHEL for cleanliness for car. Driver has to keep car neat & clean to the satisfaction of BHEL.	₹ 200 penalty will be imposed on the Agency on every occasion of non-compliance.
f.	If any driver is found by BHEL without requisite documentation (incl. Driving Licence, Vehicle Registration Certificate, PUC, Vehicle Insurance, etc.):	If any driver is found by BHEL without requisite documentation, he will be warned with intimation to the contractor at the first instance. If found in violation for the second time in the same month, a penalty of ₹ 1000/-



		will be levied and if found third time in the same month, a penalty of ₹ 2000/- will levied by BHEL on Agency.
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4.07 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)**
 - (ii) In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)**
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

4.08 The Contractor SHALL Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.09 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.10 **Delay in disbursement of monthly wages:** Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {i.e. **wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable**}. Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 0.2% of the delayed payment for each day delay in payment of wages/salary but not exceeding 10% of delayed amount. BHEL decision in this regard shall be final & binding in this regard.



Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

This fine is in addition of liquidated damages.

- 4.11 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.



DOCUMENTS REQUIRED

The Bidders should submit documents, duly certified and stamped by their authorized signatory.

- 5.01 Bidder has to submit a copy of **PAN, ESI registration No., GSTIN and PF registration No.**
- 5.02 Bidder has to submit the duly signed "No Deviation Certificate" i.e. **Annexure-A**.
- 5.03 The Bidder must submit a "Declaration Certificate" i.e. **Annexure-B**.
- 5.04 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 5.05 Bidder must submit, signed and sealed **Annexure-D & Annexure-E** as a token of proof that he would be liable to make the payment to all the Driver as per the sheet attached and abide by all statutory/contractual norms & obligations.
- 5.06 Duly filled Price Bid as per **Annexure F**.



PROCEDURE FOR SUBMISSION OF TENDER

- 6.01 The tender is to be submitted as required in single part and also indicating the tender number and due date & time as mentioned in the tender enquiry.
- 6.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.03 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.



No Deviation/Acceptance Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & 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: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX: 20: CL: 104, dated 21-12-2020. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



DECLARATION CERTIFICATE

From:

Our Ref: _____

dated _____

To,

Dy. Manager (HR-GAX & ISMG)

BHEL House, Siri Fort, New Delhi-110049

SUBJECT: Hiring of Agency for providing Drivers at Delhi based BHEL offices.
(Tender No. AA: GAX: 20: CL: 104 dated 21-12-2020)

Dear Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

1. *Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.*
2. *I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.*
3. *We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm



ANNEXURE -C**BIDDERS PROFILE/DETAIL**

Photograph of
bidder /
authorised
signatory
holding power
of attorney

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	PAN	 () Enclosed
7	EPF Registration No.	 () Registered and Enclosed
8	ESI Registration No.	 () Registered and Enclosed
9	GST Registration No.	 () Registered and Enclosed
10	Udyog Aadhaar No.	 () Registered and Enclosed
11	Name of Bidder/ Contact Person	
12	Phone No. of Bidder / Contact Person	
13	E-mail Address of Bidder / Contact Person	
14	Labour Identification Number (LIN)	

Signature
With name, Designation & seal of the firm



ANNEXURE –D

CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS SKILLED WORKER/ DRIVER		
SN	COMPONENTS OF WAGES	Amount (in Rs.)
1(a)	Govt. of NCT of Delhi Minimum Wage (Rs.) (refer GNCTD File no. 12(142)/02/MW/VII/Partfile/3786-3809 dated 07.12.2020)	17,991.00
1(b)	Dearness Allowances (₹) in line with circular dated 07.12.2020 (Shall be as per actuals as & when notified by Govt. of NCT of DELHI)	806.00
1(c)	Cash Component (Rs.)	4,100.00
1	Monthly Consolidated wages Including VDA (Rs.)	22,897.00
2	PF Contribution (Rs.)	
2(a)	EPS: Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of Rs.15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of Rs. 15000/- only}	1,250.00
2(b)	EPF: The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2(a)}. {EPF contribution is payable on maximum wage ceiling of Rs. 15000/- however EPF contribution can be paid on higher wages also (wages above Rs. 15000/-)}	1,498.00
2(c)	EDLI: Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of Rs. 15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of ₹15000/- even if PF is paid on higher wages)	75.00
2(d)	EPF Admn. Charges: Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/-. (EPF Admn. Charges is payable on total pay on which EPF contributions are payable.)	114.00
3	ESI Contribution (Rs.)	
3(a)	ESI: Employer's Contribution @3.25% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {(Enhanced wage ceiling for coverage of employees under the ESI Act is Rs. 21,000/-which will be calculated on S. No. 1) OR ** a mandatory comprehensive Insurance Policy for meeting the liability under Employee Compensation Act & Medical Coverage for the worker and dependant family members within the same allocable cost}	744.00
4	Bonus Contribution: @8.33% of Rs. 7000/- or the minimum wage {i.e. S. No.1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is Rs. 21,000/-which will be calculated on S. No. 1)	N.A
5	Leave Salary @ 1.25 days Per Month (Rs.)	954.00
6	Liveries/ Uniform (lump sum) @ Rs. 225/- Per Month	225.00
7	Mobile Maintenance Charges	250.00
8	Monthly Charges (Rs.) (Sub-total of S. No. 1 to S. No. 7)	28,007.00
9	Approx. Nos. of Drivers to be deployed by the Contractor to provide Services	38
10	Approx No's of Man months for 38 drivers during the period of 06 months	211
11	Estimated Service Charge @Q% on S. No. 8	(Actuals)
12	Month Expenditure (₹) including Service Charge for each Driver {(S.No.8) + (S.No. 10)}	(Actuals)
13	Total monthly expenditure in 211 man-months (during 06 months' contract period) including Service Charge for the deployment of 38 Nos. Drivers {(S.No. 11) X (S.No. 10)}	(Actuals)
14	Expenditure (₹) towards extra services/ Overtime performed by Drivers in 06 Months (as per Annexure-E)	(Actuals)
15	Expenditure towards "Night Charges" for Outstation Duty performed by Drivers in 06 Months (as per Annexure-E)	(Actuals)
16	Sub-Total of S.No. 13, 14 & 15	(Actuals)
17	GST@18% (as applicable will be payable)	(Actuals)
18	Gross total estimated expenditure in 06 months (including all) for 38 drivers for 211 man months	(Actuals)
	Notes:-	

A	Agency/Contractor's Service Charge and GST (as Applicable) shall be payable extra along with monthly bills. "Service Charge @ Q%" will be applicable/payable as the service charge quoted by the bidder at S. No. 1(b) in the price-bid placed at Annexure-F .
B	Wages are subject to amendments as & when promulgated from time to time by Statuary Authorities. Cash Component will be revised by BHEL as per sole discretion. Increase of VDA as & when notified by Govt. of NCT of Delhi w.e.f. Dec'2020 onwards will be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
C	In addition to normal duty hours, all the Drivers may be required to perform on an average over time of 1470 hours in a month. Moreover, when a workforce works for more than 48 hours in any week, he/she is entitled wages on overtime rates i.e. double the ordinary rates of wages. Charges of per hour extra duty will be paid on actuals as per Annexure-E . However, when payment is made on monthly scale of pay, the daily rate of wages for a worker can be obtained only by dividing the amount of wages for 30 days by 26.
D	ALLOWANCE FOR OUTSTATION JOURNEYS- The Driver provided by the Bidder/Tenderer can be deputed for Outstation Duty also, whenever required but in exceptional circumstances only. BHEL shall pay the allowances for outstations journeys as per Annexure-E . No "Night Charges" will be paid for Delhi/NCR duty.

Signature
With name, Designation & seal of the firm

Handwritten signature

ANNEXURE –E

Break-up for OT (Over-Time / Extra Hours) Rates		
Sl. No.	COMPONENTS	Amount (in Rs.)
1(a)	Govt. of NCT of Delhi Minimum Wage (₹) (refer GNCTD File no. 12(142)/02/MW/VII/Partfile/3786-3809 dated 07.12.2020)	17,991.00
1(b)	Dearness Allowances (₹) in line with circular dated 07.12.2020 (Shall be as per actuals as & when notified by Govt. of NCT of DELHI)	806.00
1(c)	Cash Component (₹)	4,100.00
1	Monthly Consolidated wages Including VDA (₹)	22,897.00
2	"Overtime Rate" per hour (@ twice the hourly rate as per Minimum Wages) for duty beyond a Weekly Limit of 48 Hours and for Duty on National Holidays. {(OT Rate Per Hour=Monthly Consolidated wages*2)/208 hrs.}	220.16
3	Add: ESI Contribution @ 3.25% on S.No. 2 {(Applicable for wages upto ₹21,000/- (wage ceiling limit) as per ESI Act.)}	7.16
4	OT Rate per Hr. including ESI	227.32
5	Add: Estimated Service Charge @ Q %	(Actuals)
6	Per Single Hr. Charges towards providing Extra Services (including Service Charge) {(S.No.4) + (S.No. 5)}	(Actuals)
7	OT @ Rs. _____ per hour for Approx. 1470 Hours / Month	(Actuals)
8	Expenditure towards (OT) extra services in 06 months {6 months x S.No. 7}	(Actuals)

ALLOWANCE FOR OUTSTATION JOURNEYS PERFORMED BY DRIVER		
Sl. No.	COMPONENTS	Amount (in Rs.)
1	<u>"Night Charges" per night for Outstation Duty performed by the Driver:</u> i) for duties for more than 12 hours but less than 24 hours @ ₹150/- per diem; ii) for more than 6 hours but less than 12 hours, @ ₹100/-per diem; and iii) for duties up to 6 hours @ ₹50/-per diem. For Estimation purpose, 5 duties are considered on account of "Night Charges" for Outstation Duty performed by all the Drivers during the month	750.00
2	Add: ESI Contribution @ 3.25% on S.No. 1 {(Applicable for wages upto ₹21,000/- (wage ceiling limit) as per ESI Act.)}	24.38
3	"Night Charges" for Outstation Duty i/c ESI contribution	774.38
4	Add: Estimated Service Charge @ Q %	(Actuals)
5	Total including ESI & Service Charge	(Actuals)
6	Expenditure towards "Night Charges" for Outstation Duty performed by Drivers in 06 Months	(Actuals)

*"Service Charge @ Q%" will be applicable/payable as same as the "Service Charge" quoted by the bidder at S. No. 1(b) in the price-bid placed at Annexure-F.

Signature
With name, Designation & seal of the firm

Handwritten signature

ANNEXURE – F**PRICE BID**

S. No.	Description of services	Total Monthly Charges/Cost (excluding GST) {Amount in (Rs.)}	
1	Total Monthly Charges/Cost (including service charges) for deployment of at-least 38 Nos. Drivers at DELHI based BHEL Offices. The contractor has to disburse the monthly wages to their Drivers strictly as per <u>Annexure-D & E</u>. As on date, total monthly consolidated wages for each Driver is Rs. 28,007.00 only.	(a)	Rs. 10,64,266.00
		(b)	Contractor's Service Charge (in figure) @: _____%
			Contractor's Service Charge (in words) @: _____%
		(c)	(c) = {(a)+(b% of a)}
			In Figure: To be calculated by BHEL
			In Words: To be calculated by BHEL

Signature

With name, Designation & seal of the firm

