



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

No: BHE: RU: HR: GM Car Driver:

Dated: 05.08.2016

M/s

OPEN TENDER NOTICE NO BHE: RU: HR: GM CAR DRIVER SERVICES/2016-17

Sealed tenders are invited from specialized agencies / experienced parties having PF / ESI registration, for providing facility of driving for GM's car. The detailed scope of work and terms and conditions has been specified in Annexure-A to G.

Tender is to be applied in Two bids.

- A) **Techno-Commercial Bid:** It is to assess the suitability of the bidder to carry out the work assigned. Price bid of only those parties will be opened who fulfills the parameters of techno-commercial bid.
- B) **Price Bid:** Rates given by parties who are techno-commercially successful will be opened. The contract would be awarded to the lowest bidder (L1).

The EMD for this contract is **Rs. 10,000/-** shall be submitted with tender documents in any of the following two form:

- A. Banker Cheque/Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Rudrapur.
- B. Cash may be deposited at finance department in advance and receipt may be attached with technical bid.

The Security deposit for this contract shall be **10% of the Total Awarded Value of the Contract**. Payment under the contract will be on monthly basis through E-payment mode only within 30 days of submission of proper and complete bill along with necessary documents to BHEL Rudrapur.

The work will be awarded to single party on the basis of L-1 rates payable. However, BHEL reserves the right to accept or reject any bid without assigning any reason.

Tender submitted by party in single bid will be summarily rejected. The sealed tender in two separate sealed envelopes super scribing "Technical cum commercial bid" and second super scribing "Price Bid"; both contained in a common sealed envelope super scribing **"Tender for providing facility of driver for GM's Car, opening on 30.08.2016, 3.00 PM"** and addressed to:

Sr. Executive (HR), BHEL-CFP, Rudrapur,
Dist. Udham Singh Nagar, Uttarakhand- 263153

Tender may also be submitted by hand at tender box placed in MM Department at BHEL-CFP-Rudrapur. The Tender must be submitted on or before **30.08.2016, 2.00 PM**. Tender submitted by party in single bid will be summarily rejected. For more information kindly contact HR Department at BHEL-CFP-Rudrapur. Tel. No. : 05944-257265, 272, E-Mail-himanshum@bhel.in, chitras@bhel.in

Sr. Executive (HR)

Micro and Small Enterprises (MSE) CLAUSE:

1.0 Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type Under MSE	SC/ST Owner	Other
Micro		
Small		

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE bidders can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure – MSE** where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are submit before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

1.1. MSEs shall be exempted from payment of tender fee.

1.2. MSEs shall be exempted from payment of earnest money at the time of tender deposit.
However, there is no exemption of security deposit submission.

Date:

(Signature/Seal)

Party Name –

Mobile Number –

Address -

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S (Hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II) dtd:..... , Category:(Micro/Small)). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006: Rs..... Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006: Rs.....Lacs (Strike off which is not applicable) The above investment of RsLacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or the company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant-

SCOPE OF WORK FOR RUNNING OF THE GM'S CAR

1. Running of the GM's Car in Rudrapur & various cities. The proper records of the log book for the running of the GM's Car shall be maintained by driver.
2. Facility is to be provided for 12 hours a day. If requirement arises for beyond stipulated 12 hours, then the contractor has to provide the same and BHEL will pay @ Rs 50/- per hour for extra hours.
3. In case the vehicle goes out of Rudrapur and the vehicle is asked to halt at some place for the night, then night Halt Charges will be paid at the rate of Rs. 300/- per night of halt. Halt period will be treated as not running.
4. The fuel and other consumables will be provided by BHEL. Maintenance of the car will be carried out by BHEL according to the need. However, the driver will be required to keep the car in good condition.
5. Waiting time & work like up keeping of car, cleaning, washing, checking and inspection for routine maintenance etc shall be done by driver. BHEL will communicate any requirement or complaint that comes into notice and the driver/ contractor will have to resolve it within reasonable time.

ANNEXURE - C

MEASUREMENT OF WORK AND PAYMENT THEREOF

1. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor. These entries will be counter-signed by the contractor or his duly authorized representative.
2. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
 - i) Payments will be made to the contractor on monthly basis, on the basis of work carried out by him.
 - ii) All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
3. Payment towards work satisfactorily executed will be made to the contractor as per Price bid or negotiated rates as per rules.

CONTRACTOR'S OBLIGATIONS CONTRACTUAL

1. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

Sl. No.	Category	Additional BHEL Wages/Day (Rs.)	Additional BHEL Wages/Month (Rs.)
01	Un-Skilled	123.08/-	3200.00/-
02	Semi-Skilled	142.31/-	3700.00/-
03	Skilled	157.69/-	4100.00/-
04	High- Skilled	157.69/-	4100.00/-

- (ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.
- (iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.
- (iv) Contractor shall make payment to the contract worker through bank mode.
- (v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.
2. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
3. Contractor shall supervise the work allotted to him and to be carried out by his employees.
4. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
5. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
6. Contractor should issue appropriate appointment letters to his employees.
7. Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership firm/ company, place of work, contract number and duration of validity of card.
8. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
9. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
10. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
11. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

12. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
13. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
14. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
15. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

B) Towards statutory liability:

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labor (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL representatives. The contractor should have sound financial standing. The payment to the worker has to be made to the worker before the 7th of the next month. It is statutory requirement and hence shall have to be complied with notwithstanding the fact that the bill is pending, facing financial difficulty or any other issues.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. **All contract labors deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.**
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.

- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime payment to his employee.
- q) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- r) Contractor to obtain license under CL(R&A) Act, 1970.

ANNEXURE-E

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount of **10% of the Total Awarded Value of the Contract** as security deposit with BHEL in the form of pay order /bank guarantee / **FDR in the name of contractor A/c – BHEL** duly discharged on the back. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on

account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit. Payment will be made within 30 days of receipt of proper and complete bill along with necessary documents at BHEL CFP Rudrapur on monthly basis.

5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will commence on the date of award of the work order or as per direction of work order and will remain valid for a period of **01 year**. The parties reserve the right to extend the contract on mutually agreed terms and conditions. The contract will be one year period from the date of start of work at CFP Rudrapur.
9. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.

The contractor will enter into agreement with BHEL once awarded the work order.

FORMAT FOR TECHNICAL CUM COMMERCIAL BID

Sl. No.	Documents/Description		Remarks/Page No.
1	Name & Address of Party	:	
2	EPF Registration No. (Enclose a Copy)	:	
3	ESI Registration No. (Enclose a Copy)	:	
4	Pan Card No. (Enclose a Copy)	:	
5	Service Tax Registration No. (Enclose a Copy)	:	
6	Bank Account Details	:	
7	IFSC Code No.	:	
	Account No	:	
	Bank Name	:	
	Branch Name	:	
	Acceptance for E-Payment	:	Yes
8	Acceptance to provide trained/qualified staff (The driver should be experienced and hold valid driving license.)	:	Yes
9	Acceptance of all terms & conditions of contract by signing & stamping of all technical documents of tender.	:	
10	Note: The party should submit all the documents mentioned in Sl. No. 02, 03, 04 & 05 and Acceptance/details for Sl. No. 06, 07, 08 & 09. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected.		

**Auth. Signature
With Seal**

Name of the Party:

Address:

Contact Details:

E-Mail Address:

PRICE BID

Sl. No.	Brief Description	frequency	Rate	Total per month
01	Providing facility of Driver for running & up keeping (includes cleaning, washing, checking & inspection, routine maintenance etc.) of the GM's Car for 12 hours per day, seven day in a week.	Daily	Rs. Per day	
Total for 01 (one) year				

Service Tax Extra as per applicable rate.

Important Note:

BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the grade of the worker (Refer Annexure A, Point a). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.

Terms & conditions are accepted.

Authorized sign. With seal:

Name of the party:

Address:

Contact details:

E-Mail Address: