



221-038

BHARAT HEAVY ELECTRICALS LIMITED  
(A Government of India Undertaking )  
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.  
TIRUCHIRAPALLI - 620 014.

MAINTENANCE AND SERVICES  
NOTICE INVITING TENDER

01. Name of work : Operation of company vehicles and Equipments by DGR drivers – 6 Nos.
02. Tender No. : **TENDER NOTICE NO. BHE/M&S /DGR DRIVER/2013-14**
03. Value of contract : As per Tender Notification
04. Contract period : TWO YEARS
05. Last Date for Receipt of Tenders : **14.30 Hrs. on 15.05.13**
06. Date of Tender Opening (Technical bid) : **15.00 Hrs. on 15.05.13**

***ISSUING OFFICER***

SECTION - III  
BID/OFFER FORMAT  
The Bidders to note the following

SL.No.	REQUIREMENTS	BIDDERS COMPLIANCE
01.	The Bidder shall submit the offer in TWO PARTS System 1. Technical & Commercial (Part-I) 2. Price Bid (Part-II) (Covers should be superscripting Tender No.)	
02.	All the above 2 covers put into a large single cover and superscripting Tender Notice. <b>BHE/M&amp;S/DGR Driver/2013-2014</b>	
03.	The Part-I Technical bid alone will be opened on the Tender opening date	
04.	Part-II Price Bid of technically suitable bidders will be opened after giving prior intimation.	

## SCOPE OF WORK AND TERMS & CONDITIONS

### **SCOPE OF WORK:**

1. To provide drivers for operating company vehicles and equipment's in Bharat Heavy Electricals Limited, Tiruchirappalli-620 014. They will be deployed in round the clock shifts on all days of the week including Sundays and Holiday and they will perform their duties along with the existing BHEL drivers. They will perform their duties under the control of the Senior Manager/Transport.
2. No separate payment will be made by the company towards relievers for the personnel posted under this contract, since the charges payable includes weekly off/leave/National Holidays/other holidays.
3. The contractor shall ensure that drivers provided to the company are only **Ex-servicemen** with good moral character never having been convicted of a criminal offence by a court of law, physically fit without any permanent physical or mental disability and are preferably under the age of 50 years.
4. The company may call for proof of fitness, including Police verification from the contractor in respect of drivers and if necessary order the contractor to get driver/medically checked by an authorised Company Doctor at the contractor's expenses and withdraw him from duty if found unfit.
5. The contractor shall in respect of each employee supply to the company on the following information:
  6. Name, Father's Name, date of birth, educational qualification, two identifying body marks, full residential address and passport size photographs, marital status and detailed biodata.
7. The contractor shall not substitute a driver with another without the approval of the company. They should be ready to attend duty in round the clock shifts.
8. The contractor shall provide each employee with an identity card with photograph.
9. The contractor shall ensure that driver provided by him to the company are not members of any trade union of the employees of the 'company' and they shall not interfere with the affairs of the company.
10. In case of necessity the company may within 30 days notice, ask the contractor to increase the staff as specified by the company and the contract value will be changed proportionately.

## **11. SECURITY DEPOSIT:**

Security Deposit shall be paid by the successful tenderer. The rate of Security Deposit will be 10% of One Month Total Wages allocated for the Contractor.

The security deposit should be collected before start of the work by the contractor.

Security deposit may be furnished in any one of the following terms:-

Cash (as permissible under the Income Tax Act)

Pay Order, Demand Draft in favour of BHEL.

Local cheques of scheduled banks, subject to realization.

Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

Bank Guarantee from Scheduled Banks. The Bank Guarantee format should have the approval of BHEL.

Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor A/C BHEL duly discharged on the back.

The security deposit shall not carry any interest.

Acceptance of Security Deposit against Sl.No.7.2(iv) and 7.2(vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

The security deposit shall be liable to be returned to the Contractor after 3 months of termination of the contract subject to deductions or forfeiture on account of company dues, employees dues, non receipt etc.

In case of the contractor failing to make monthly payments to his employees within the stipulated date, security deposit can be utilised for payment of wages etc. In case of such an eventuality, the contractor shall replenish this account immediately.

## **SCOPE OF WORK AND TERMS & CONDITIONS:-**

1. Contractor shall engage Driver having valid Heavy driving license, batch only to run the BHEL vehicles and equipment's..
2. The contractor shall ensure that driver engaged by him follow all the traffic rules and follow the provisions of Motor vehicle Act. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account and BHEL will not reimburse the same under any circumstances.
3. The contractor shall ensure that driver engaged by him attends the duty in neat and tidy uniform and shoes. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty. The reporting point for drivers engaged by the contractor shall be BHELTransport dept.
4. The contractor or driver engaged by him shall maintain records in trip sheet/log book provided for the vehicle on day to day basis.

The normal operation of duty is for 8 hours per day any time between 6.00 AM and next day 6.00 AM on all working days of BHEL. The extra hour duty beyond 8 hours, the payment will be done..

5. During holidays and Sundays, if driver service is required, prior information would be given to the Contractor or driver engaged by him and on receiving such information it shall be ensured that driver service is provided.

The contractor should ensure availability of driver for all working days. In the event of absence of driver and failed to replace the driver by the contractor, penalty will be applicable as per the alternate arrangement will be made by BHEL and actual cost will be deducted from the contractor.

6. The contractor shall instruct drivers engaged by him that whenever the vehicles are used in the factory premises, the speed limit of 20 KM/hr should be strictly followed.
7. The contractor shall ensure that driver engaged by him take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, fuel level, engine oil level, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.
8. The contractor shall ensure that the driver engaged by him shall handle the vehicles including the accessories installed in it like stereo, spare wheel etc., responsibly throughout the contract period.
9. The contractor should have their own ESI & PF code numbers. The driver should have covered under ESI & PF.
10. Contractor to maintain appropriate records of his drivers deployed to carry out the job.

11. Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by the driver, the contractor will replace such driver immediately.
12. Contractor will ensure that the job is executed through his driver on his rolls and under no circumstances the contractor will deploy any casual driver to carry out the job nor shall sub-contract the job without prior written permission from BHEL.
13. Contractor will keep watch on his driver and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his driver. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the driver deployed by the contractor shall lie exclusively with him.
14. The contractor shall be responsible for enforcing all safety regulations as applicable.
15. The contractor shall provide Two sets of uniform, One pair shoes and Two pairs of socks. The uniform shall be kept in neat, tidy and wearable condition. The drivers should be provided with mobile phone for communication. The mobile phone facility and charges shall be provided by the contractor.
16. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw his driver from the establishment of BHEL. In case, contractor decided to terminate services of his driver, he should settle all terminal dues including retrenchment compensation.
17. Contractor shall comply with all relevant statutory requirements, rules, regulations and notifications issued from time to time by the concerned authorities in relation to employment of his drivers.
18. Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution and shall maintain proper records.
19. The contractor shall be solely responsible for non-payment/delayed payment of wages, contributions under EPF & ESI Act etc.
20. In case the contractor fails to make payment of wages to his drivers 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.
21. Contractor shall indemnify BHEL against all claims by statutory authorities and laws under various Labour Laws, statutes or any civil or criminal law in connection with drivers deployed by him.
22. The liability for any compensation on account of injury sustained by an driver of the contractor will be exclusively that of the contractor.
23. Contractor to obtain insurance cover for his drivers at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and/or his drivers.

## **GENERAL TERMS & CONDITIONS:**

1. BHEL will have nothing to do or be concerned with the employment of drivers 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-driver relationship.
2. 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. In such an event, no compensation will be payable for the contractor.
3. 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.
4. Notwithstanding anything contained in this Tender, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
5. The payment to the driver shall be given such as Min. wage, Additional payment, PF&ESI Contribution, and Bonus as statutory requirements .
6. The designated officer/ transport staff of the unit (BHEL) will periodically inspect the services being provided by the contractor and if deficiencies are observed the same will be communicated to the contractor and the contractor shall rectify the same immediately to the satisfaction of the designated officer.
7. Payment will be made monthly (based on work carried out by contractor)
8. Log sheet to be maintained for the work carried out daily/monthly shall be certified by the contractor's representative and BHEL official.
9. The contract period is one year from the date of commencement. However the contract period may be extended on mutual consent.
10. All disputes arising in connection with the contract shall be settled by mutual consultation. If no settlement is reached so, 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 BHEL-Trichy.
11. Service Tax and Income-Tax are applicable as per the Norms.

## **12. TERMS OF PAYMENT**

In lieu of services offered by the contractor, the company shall pay at the rate agreed to during the validity of the contract.

However, the payment will be subject to production of proof regarding minimum wages payable as per DGR / Government of India notification applicable from time to time.

The company shall however, undertake to pay the wages fixed by the Directorate General of Resettlement, New Delhi including any revision of rates by the DGR.

The contractor shall ensure that drivers are roistered on 8 hours shift duties per day round the clock and may work additional hours to continue for completion of work with additional extra hour payment.

The contractor's services rendered is accounted for the calendar month. The wage bill shall be accompanied by documents ie. Attendance statements, acquittance register of previous month, copies of PF/ESI challans and any other documents as required by BHEL or as applicable under the laws in force.

Delayed, non payment or short payment of wages to his employees by the contractor shall be viewed seriously by the company and action including deduction from agency charges may be made by the company.

## **13. VALIDITY:**

This contract will initially be valid for the period of twenty four (24) months and in terms of the letter of intent. This is terminable depending on necessity, as per existing terms and conditions.

**PRICE BID**

**RATE SCHEDULE**

**Rate should be quoted per driver as per rate approved by Directorate General  
Of Resettlement Ministry of Defence**

- 1. DGR Driver ( ESM gunman ) rate for 8 hours working per day**
- 2. Rate for extra hours beyond 8 hours duty**
- 3. Service tax applicable as per government norms**

While on the subject, inter-alia you may kindly note the following salient points:

**For operation of company vehicles, six number of drivers need to be supplied which will increase or decrease based on operation of our company vehicles**

**As per the existing practice accepted by DGR authorities, Bonus and Gratuity shall be paid to the personnel by the agency on monthly basis regularly along with the salary.**

**Basic Wage Rates and DA payable would be in line with DGR Notification, as applicable.**

**PF/EDLI/Admn charges are payable under this contract.**

**Wherever ESI Scheme is not covered, it is proposed to reimburse WC Insurance cost by BHEL on yearly basis. This may kindly be noted while providing your quotation.**

**Clause regarding "Security Deposit" mentioned in the Scope of Work and Terms & Conditions may please be noted, which is in line with our Company policy.**

**Copies of documents such as: PAN, PF Registration, ESI Registration, Service Tax Registration & Past Experience etc to be furnished along with Technical Bid.**

**The approval certificate from the Directorate General of Resettlement with seniority numbers.**