



Bharat Heavy Electricals Ltd.

Corporate Administration

BHEL House, Siri Fort, New Delhi-49

TENDER NO. : AA: GAX: 12: DH: 002

Dated : 26th April, 2013

Due Date for submission of bids : 17th May, 2013 (by 15:00 Hrs.)

Subject - Hiring of drivers on Monthly basis for BHEL's NCR based offices

Dear Sir(s),

Quotations are invited, in two part bid, in a sealed cover with Tender Enquiry No., Enquiry Date & Due Date, legibly super-scribed on it, for the Scope mentioned herewith as per the enclosed Terms & Conditions. The quotation should reach, along with this letter, in the office of the undersigned by 15:00 hrs. on OR before the due date. Part-I bids shall be opened at 15:30 hrs, in our office, on the due date of submission of offers. The tender documents consist of the following -

Sl. No.	Description / Instructions
I.	<ol style="list-style-type: none">1. This letter (Notice Inviting Quotations)2. <u>PART 'I'</u> – Techno- Commercial Bid (Annexure-A)<ol style="list-style-type: none">a. Instructions for the Bidderb. Scope of Service (Annexure-A1)c. Pre Qualifying Criteriad. Documents required in support of Pre Qualifying Criteriae. EMDf. Security Depositg. Period of Contracth. Terms of Paymenti. Penalty clausesj. Evaluation criteriak. Validity of Ratesl. Contract valuem. Arbitrationn. Laws Governing The Contracto. Jurisdiction Of Courtp. Default/Breach Of Contract, Insolvency And Risk Purchaseq. Declaration certificate (Annexure-A2)r. No deviation certificate (Annexure-A3)s. Technical details (Annexure-A4)t. Bidder's details (Annexure-A5)u. L1 bidder has to disburse wages according to Monthly wage sheet (Annexure-A6)v. Overtime rates computation sheet (Annexure – A7)w. Check List (Annexure-A8)3. <u>Part 'II'</u> – Price Bid (Annexure-B)

II.	<u>Important Instructions –</u> <ol style="list-style-type: none">1. Bidders are required go through all the above mentioned documents before submitting the bid.2. Offers should be submitted in Two Parts as described in Annexure-"A" & "B".3. The prices must be quoted in the enclosed Price Format (Annexure -B) only.4. The rates quoted in the bid should be valid for at least for 90 days from the date of opening of Part-I bids or 60 days from date of opening of Part-II Bid (Price Bid) whichever is later.5. Price Bids opening / Participation in RA shall be for the technically & commercially acceptable bidders based upon Part-I bid evaluation.
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Part-I offers of the parties shall be opened on the **Due Date of Opening i.e. 13th May, 2013 at 15:30 Hrs, in our office** in the presence of authorized representatives of the parties. Due date for opening of Part-II / participation in RA shall be informed separately to technically and commercially acceptable bidders.

Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of government of India (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

Thanking you,

Yours faithfully,
for and on behalf of B.H.E.L.

(Charanjit Chawla)
Manager (HR-GAX)
Telephone No. 011-66337404
Mobile No. 9818688315
e-mail : charanjit@bhel.in

PART 'I' – TECHNO - COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of bidder and signed & stamped on each page shall be submitted as detailed further. Bidder should note specifically that all pages of tender document, including the NIT page (i.e. cover page) for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site i.e. **www.bhel.com** and/or e-portal and the same can be downloaded and used as tender document for submitting the bid.
3. No overwriting / correction in the Price Bid by the bidder shall be allowed. However if correction is unavoidable, the same must be duly signed by authorized signatory.
4. Tender must be submitted in two parts, i.e., (i) Part – I 'Techno - commercial bid' and (ii) Part-II 'Price Bid'.
The bidder must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – I 'Techno- commercial bid' and Part-II 'Price Bid', with the NIT No. & due date of opening on each of the envelope. These three separate envelopes shall together be kept in fourth envelope super scribed with name of Job / Services, NIT No. & due date of opening.
5. Part – I 'Techno- commercial bid' should contain all the documents in proof of Pre- qualifying criteria, signed and stamped tender document including the NIT page (i.e. including the first page), the envelope containing EMD and Un-price Bid(The bidder has to write "Quoted" in places where he has quoted in the Price Bid at Annexure-B).
6. Bid without the requisite earnest money will not be considered.
7. Price Bid should contain only the "Part-II, Price Bid" after quoting the rates as specified in the Price bid format.
8. The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
9. The Monthly agency service charges quoted should be **inclusive of all taxes but excluding Service Tax** which shall be reimbursed as applicable on actual against documentary evidence. Rates must be

quoted in figures as well as in words. However in case of any conflict/confusion between the two the higher shall be considered for evaluation and lower rate shall be considered for ordering. BHELs decision regarding the same shall be final and binding.

10. On the date of opening of tender, only Techno-Commercial (Part-I) Bid shall be opened.
11. BHEL may finalize successful bidder by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated by phone, by post or e-mail separately to the Techno-Commercially acceptable Bidders.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
14. The Bidder should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. The bidders are advised to inspect & examine the BHEL Offices across the Delhi and NCR area i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from Manager (HR-GAX), on Telephone No. 011-66337404 / mobile No.- 9818688315 or e-mail : charanjit@bhel.in
16. The bidders or their representative may attend the opening of techno-commercial bid (Part-I) and the technically qualified bidders or their representative may attend the opening of Price bid (Part-II).

B. SCOPE OF SERVICES

1. **Total No. of Drivers** - 60 (Sixty). However, the requirement of drivers is indicative only and it may increase / decrease by 30 % based on our actual requirement during the contract period.
2. **Place of Posting** - Places in Delhi / NCR
3. **Period of Hiring** - 24 Months from the date of commencement of the contract. However, the same can be extended mutually for a period of one year on the same rates, terms & conditions.
4. **Monthly Wages** - Contractor shall accept full and exclusive liability for the payment of **wages as mentioned in Annexure-A6** which includes payment of VDA, PF, ESI, Bonus, etc. for the drivers deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. BHEL shall reimburse the consolidated wages per driver on monthly basis to the successful bidder as per Annexure-A6. The periodic VDA increase / decrease, as and when notified by the Government of NCT of Delhi shall be payable separately.
5. **Desirable Qualities of Drivers**
 1. Must have a valid commercial driving license with proper badge. BHEL's fleet of vehicles comprises Honda Civic, Maruti SX4 VXi, Swift Dzire VXi, Maruti Esteem VXi , Ambassador and other cars.
 2. Must be conversant with Delhi / NCR routes;
 3. Shall be gentle, polite, courteous, and well dressed / in uniform while on duty;
 4. Must maintain office decorum and while on duty should not be in drunken condition;
 5. Must possess mobile phone for better communication
 6. Shall be physically fit and punctual at work. A certificate regarding Physical Fitness (especially Eye Test of the driver, from a Medical Practitioner should be furnished).
 7. Shall be educated at least Matriculate / 10th Standard from the recognized Board. He should be able to communicate (understand & speak) in English and Hindi.
 8. The driver should possess experience of at least 2 years of driving. Desirable age of the driver – between 20 to 60 years.
 9. He should also possess some basic knowledge of motor mechanism, of similar vehicles.
 10. The driver's name, address and antecedents should be duly verified by the Police/agency hiring such drivers.

The successful bidder must submit Documentary evidence in respect of Sl. No. 1, 6, 7, 8 and 10 for the drivers chosen for deployment. The same shall be verified by BHEL, after the award of work and prior to commencement of Contract and as & when required, during the contract period also.

6. **Weekly Working Days** - 6 days in a week, except National & BHEL Holidays.
7. **Duty Hours** - 8 hours (excluding mandatory breaks). The drivers attached with senior officials for duty are required to be present everyday on time and shall be available for duty as when required by the official.
8. **Uniform / Liveries** - (i) The contractor will issue uniforms as agreed at the time of award of work;
(ii) The contractor shall ensure that while on duty, his drivers put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor.
In case the Contractor's work force do not report for duty in proper uniforms as above then he would be fined as per penalty clause.
9. **Replacement of driver** – (i) In the event of leave / absence of the driver(s), the successful bidder shall arrange and provide replacement of the driver(s) for the entire duration of leave / absence.
(ii) In case of misconduct on the part of the driver, or complaint from BHEL users regarding rash driving, non punctual at work, misbehavior, unsatisfactory performance / service of driver, the successful bidder would replace such driver within two working days from the date of communication of any sort of complaint referred to in this para.
10. **Agency Service Charges** - The Lump Sum Agency Service Charges shall remain firm for the entire contract duration. However, any changes in the quantum of Service Tax, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.
11. **Charges for extra duty hours** - After performing 48 hours of duty in a week, the extra duty hours shall be payable at double the rate of wages including statutory payments (as per Annexure – A7). The same may vary depending on the changes in the Monthly BHEL's consolidated wages due to periodic increase / decrease in VDA as and when notified by the statutory authority. Computation of extra duty hours shall be on weekly basis. Further, due to any reason, the duty hours performed are less than 48 hours, for that particular week, per hour charges for extra hour shall same as rate of wages per hour.
12. **Allowance for outstation journeys** - BHEL shall pay the allowances for outstations journeys at the following rates:
(i) for duties for more than 12 hours but less than 24 hours @ Rs. 150/- per diem ;
(ii) for more than 6 hours but less than 12 hours, @ Rs.100/-; and
(iii) for duties up to 6 hours @ Rs. 50.

Apart from this, no extra duty hour charges shall be admissible.

13. Contractors Obligations

- I. IDENTITY CARD - The Contractor shall ensure that the drivers engaged by him must wear & display the Identity Cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- II. CHARACTER VERIFICATION AND ANTECEDENCE - The contractor should get the character / antecedence of each and every driver deployed by them at the BHEL premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the driver deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Executive-in-Charge.
- III. PROVIDENT FUND - The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April.
- IV. ESI - The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No drivers shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan /receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.
- V. Mandatory Insurance cover for all the drivers of the contractor for a sum insured of Rs 3.30 Lakhs for each drivers of the contractor. The contractor has to assess the premium of insurance cover for his contract period and build the cost in his quote.

- VI. LEAVE / HOLIDAYS - For every workmen deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's drivers shall be entitled for leave in each calendar year viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for no availed period.
- VII. BONUS - The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33% on Rs 3500/- (as per Payment on Bonus Act 1965) to their drivers during the contract period of two years.
- VIII. WAGES - All payments to the contractor's drivers shall be as per the terms of contract and as per details enumerated in Annexure – A6 which shall be made through direct credit in the bank accounts of its drivers. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract.
- IX. UNIFORM / LIVERIES - (i) The contractor shall ensure that while on duty, his drivers put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor and not abiding by the same would attract a penalty as per penalty clause; (ii) In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, the contractor will be levied penalty of 300/- per case.

C. PRE QUALIFYING CRITERIA (PQR)

- 1) EMD of Rs. 2,00,000/- only in the form of Pay Order or Demand Draft in favor of BHEL, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD / EMD submitted in any forms other than PO & DD will not be accepted. Tender without requisite EMD will not be considered for further evaluation.
- 2) The bidder should have a valid PAN No. , Service Tax Registration No. , and ESI no.
- 3) The bidder's average annual financial turnover during the last three financial years (i.e. 2009-10, 2010-11 and 2011-12) ending 31st March'12 should be at least **Rs. 42.94 lakhs**.
- 4) In addition to the above, the bidders should have experience of having successfully completed **similar Job / Services i.e. "The job / services of providing Drivers on monthly basis in NCR area"**, during last 7 years ending on 31.03.2013 should be either of the following -
 - a) Three similar completed jobs/ services costing not less than **Rs. 57.26 Lakhs each**.
Or
 - b) Two similar completed jobs/ services costing not less than **Rs. 71.57 Lakhs each**.
Or
 - c) One similar completed jobs/ services costing not less than **Rs. 114.51 Lakhs**.

D. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT (PQR)

- a) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) Audited copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY, 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13). In case of unavailability of Balance Sheet & Profit & Loss statement for the above mentioned financial years, CA certificate for the same shall be furnished.
- c) Copy of acknowledgements of IT return of last three financial years FY, 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13).
- d) Copies of Work Orders / award letters along with certificates of successful completion of the similar job / services executed by the bidders during last 7 years ending on 31.03.2013 as a supporting document against Point no. 4 of PQR. BHEL reserves the right to cross check the documents from the issuing department. The certificate of successful completion should also contain the details of work order, duration of the contract, quantum of business done and its satisfactory completion.

- e) Copy of the PAN card, Certificate of Service Tax Registration No. and ESI no. shall be submitted. The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act.
- f) The Bidder must Submit a declaration (Annexure – A2), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- g) No deviation certificate (Annexure – A3) must be signed and stamped.
- h) Bidder must submit the technical details in the enclosed format (Annexure-A4).
- i) Bidder must submit the bidder's details in the enclosed format (Annexure-A5).
- j) Bidder must submit signed and sealed Annexure – A6 as a token of proof that he would be liable to make payment to the drivers as per the sheet attached and abide by all statutory norms.
- k) Bidder must submit signed and sealed Annexure – A7 as a token of proof that he would be liable to make overtime payment to the drivers as per the sheet attached.
- l) Bidder must submit duly filled and signed check list enclosed at (Annexure-A8)

E. Earnest Money Deposit (EMD)

1. The EMD of Rs 2,00,000/- (Rupees Two lakhs only) in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd.", payable at any scheduled Bank at Delhi in a separate envelope will only be acceptable. Earnest Money is to be paid by each bidder to ensure the bidder does not refuse to execute the Job/ services after it is awarded to him.
2. EMD of the bidder will be forfeited if:
 - a). After opening of the tender the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - B). The bidder does not provide the services within the period as per LOI/ Contract.
3. EMD given by all unsuccessful bidders shall be refunded normally within 15 days of acceptance of award of work by the successful bidder.
4. EMD shall not carry any interest.

F. Security Deposit

Security Deposit shall be collected from the successful bidder. The rate of Security Deposit will be as below.

Rs. 4 lakh + 5% of the amount exceeding Rs. 50 lakhs.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order / demand draft in favor of BHEL.
- iii) Local cheques of schedule banks, subject to realization.
- iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder shall be converted & adjusted against the security deposit.
- ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against Sl.No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favor 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).

The security deposit will be released only after successful completion of the contract.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

50% Security Deposit should be submitted by the Contractor before the start of the contract period and the balance 50% security deposit would be recovered from the running bills. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate BHEL for any losses incurred by BHEL.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

The security deposited by the successful bidder shall be refunded three months after the completion of Job subject to submission of token of proof by the bidder that he had ensure also the statutory norms during the contract period and extended period if any.

G. Period of Contract

The contract will be valid for a period of two years from the date of commencement of contract. However, the same can be extended mutually for a period of one year on the same rates, terms & conditions. In view of this, the appointment of the drivers shall also be for a maximum period of two years or the validity of the Contract, whichever is later.

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.

H. Terms of Payment

- The successful bidder / agency shall submit the bills to BHEL positively by the 2nd day of each month. BHEL shall release the payments, on *calendar month basis*, through NEFT within 3 working days.
- As the requirement of drivers in scope of services (Annexure-A1) is only indicative and the payment would be made to the contract on account of actual number of drivers deployed by the contractor against the scope of services.
- Contractor has to make the payment to his drivers (according to Annexure – A6) latest by 7th day of every calendar month by way of direct transfer by NEFT. The contractor will also issue a salary slip to each of the drivers deployed against this contract. Contractor has to ensure timely deposit of PF and ESI as per the provisions of the act.
- At the time of submitting the monthly bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the

accounts of its drivers, proof of deposit of PF, ESI, service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement. The documentary evidence for the same shall be attached with the wage bill.

- Any other BHEL Unit in Delhi / NCR may place an order directly for their requirements. The bills for respective hiring shall be submitted to them directly for release of payments.

I. Penalty Clauses

- Non availability of drivers – In case the successful bidder do not fulfill the total requirement of drivers, BHEL reserves the right to make deductions on pro-rata basis from the monthly charges and impose a penalty of Rs. 300/- per day.
- Misconduct / Misbehavior of the driver – In event of any misconduct/misbehavior Rs 300/- for that particular day shall be payable as penalty. Misconduct/ Misbehavior includes use of abusive language, Chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc. among others. Depending on the severity of the offence BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion. In such cases the successful agency shall provide replacement of driver(s) maximum within 2 working days.
- Non-satisfactory performance of driver –In case the performance / service of driver(s) is not found to be satisfactory to BHEL or its users, the successful agency shall provide replacement of drivers maximum within 2 working days. In case the successful bidder does not provide the replacement of driver, BHEL reserves the right to make deductions on pro-rata basis from the monthly charges + a penalty of Rs. 300/- per day.
- Non – compliance to Uniform – If the driver does not report for duty in proper uniforms as issued to them by the contractor or uniform worn by him is not in distinctive color code and neat and clean conditions. Then as a special case, security will permit the driver only on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, the contractor will be levied penalty of 300/- per case.

J. Evaluation criteria

The contract would be awarded to the bidder quoting the minimum monthly agency service charges per driver as indicated at Annexure-B (Price bid format). In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.

The L-1 bidder shall have to disburse Monthly Wages, excluding service tax, as per the details indicated in the Annexure-A6.

In addition to normal duty hours, the driver(s) may be required to perform, on an average, extra duty of 125 hours in a calendar month (The number of extra duty hours is only indicative / as an additional information). However, the payment of extra duty hours shall be made at actual in line with Annexure- A7.

K. Validity of Rates

The rates quoted in the bid should be valid for at least for 90 days from the date of opening of Part-I bids or 60 days from date of opening of Part-II Bid (Price Bid) whichever is later.

L. Contract Value

The contract value will include the following amounts:

- (i) Consolidated wages for the entire contract period of 24 months that would be paid to the driver(s) hired by BHEL on finalization of the tender

+

- (ii) Lump sum monthly agency service charges per driver payable to the successful bidder for the entire contract duration of 24 months

Based on the amount arrived at (i + ii), the Security Deposit will be taken from the successful bidder as per Clause No. F of Part I bid in the Tender document.

M. Arbitration

- a) 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 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.
Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under 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.
- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

N. Laws Governing The Contract

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

O. Jurisdiction Of Court

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

P. Default/Breach of Contract, Insolvency And Risk Purchase

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment 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.

- b)** 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.

DECLARATION

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

(Signature & seal of the contractor)

Place:

Date:

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and 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.

(Signature & seal of the contractor)

Place:

Date:

TECHNICAL DETAILS

TURNOVER (F.Y.) (in Rs. Lakhs)	2011-12	2010-11	2009-10

INCOME TAX RETURN (F.Y.)	2010-11	2009-10	2008-2009

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

EMD DETAILS	DD/ PO No.	Date	Amount (Rs.)

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
PAN Card No.	
Service Tax No.	
ESI no.	

(Signature & seal of the contractor)

The L-1 bidder shall disburse Monthly Wages to the drivers (excluding service tax) as per the details given below -		
Sl. No.	Description of Components	Amount (in Rs.)
1	a. Minimum monthly wages for skilled labour of Govt. of NCT of Delhi (as on 01.04.2013)	9386.00
	b. Additional payment by BHEL	2500.00
	c. V.D.A as announced on 01.04.2013	0.00
2	Total monthly wages per driver [Sl. No. 1(a) + 1(b) + 1(c)]	11886.00
3	Mobile	250.00
4	Uniform @ 5% on Sl. No. 2	594.30
5	PF @ 13.61% on Sl. No. 2	1617.68
6	ESI @ 4.75% on Sl. No. 2	564.59
7	Bonus @ 8.33% on Rs.3500/- of the consolidated wages Sl. No. 2 as per bonus act' 1965)	291.55
8	Leave Salary (for 27 days / year) on Sl. No. 2	1028.60
A	Monthly charges payable per driver (2 to 8)	16232.72
B	Charges for extra hours shall be payable as per the overtime rates calculated in Annexure – A7	(At actual)
C	Total monthly charges payable per driver	(Sum of A & B)
Note - The periodic VDA increase/decrease, as and when notified by the Government of NCT of Delhi shall be payable separately.		

(Signature & seal of the contractor)

Overtime rates computation sheet			
Sl. No.	Description	Formula	Amount (in Rs. as on date)
A.	Total monthly wages per driver	As per Sl. no. 2 of Annexure A	11886.00
B.	Rate of wages per hour	$((A) / 208)$	57.14
C.	Overtime rates per Hour (excluding the statutory payments towards ESI)	$(B \times 2)$	114.28
D.	Payment on account of ESI @ 4.75 % of Sl. No. C	$(C \times 4.75 \%)$	5.43
E.	Overtime rates per Hour to be paid by the Successful bidder (inclusive of all statutory payments)	Sum of Sl. No. C & D	119.71
		Overtime rate - Rs. 120.00 per hour	
<u>NOTE</u>			
1	The overtime rates as calculated above may change from time to time due to periodic VDA increase/decrease, as and when notified by the Government of NCT of Delhi.		
2	After performing 48 hours of duty in a week, the extra duty hours shall be payable at Overtime rates per Hour inclusive of all statutory payments (i.e. Sl. no. D).		
3	Computation of extra duty hours shall be on weekly basis. Further due to any reason, the duty hours performed are less than 48 hours, for that particular week, per hour charges for extra hour shall be same rate of wages per hour (i.e. Sl. no. B).		
4	The overtime rate as computed above is to be rounded off to the nearest decimal place.		

(Signature & seal of the contractor)

CHECK-LIST (TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 2,00,000/- in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd” in a separate envelope.		
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 or duly certified by CA.		
3	Acknowledgement of I-T return of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13)		
4	Details of work experience, satisfactory work performance certificates		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Declaration enclosed at Annexure – A2		
8	No deviation certificate enclosed at Annexure –A3		
9	Technical details as per Annexure-A4		
10	Bidder’s detail as per Annexure- A5		
11	Bidder must submit signed and stamped Annexure – A6		
12	Bidder must submit signed and stamped Annexure – A7		
13	All the pages of tender document signed & stamped. (Including the scope of services as defined in Annexure-A1)		
14	Signed and Stamped Un- priced bid format(The bidder has to write “Quoted” in places where he has quoted in Price Bid at Annexure-B)		
15	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		
16	Sealed envelope of duly filled, signed & stamped Part ‘II’ – Price Bid (Annexure-B)		

(Signature & seal of the contractor)

PART 'II' – PRICE BID

1.	Lump sum monthly agency service charges per driver (inclusive of all taxes but excluding service tax)	Rs. _____ (in figures)
(In words – Rupees _____)		

(Signature & seal of the contractor)