

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

BHE:RU:HR

Dated 28.04.2014

M/s _____

Open Tender Notice No. BHE:RU:HR: School Bus Services/14-16

Sealed tenders are invited from specialized agencies / experienced parties having PF / ESI registration (parties to provide insurance cover for coverage under Workman Compensation Act, if not covered under ESI) and having license under Contract Labour Act, for providing following services at BHEL-CFP Rudrapur for a period of two years from the start of work:

1. Driving and Helping facilities for running & up keep of the BHEL owned school bus for employee wards in Rudrapur town as per detailed scope of work attached.

The detailed scope of work and terms and conditions for the above work has been specified in tender (Annexure-A to Annexure-D).

The parties will provide their details in Technical-cum-commercial details in techno-commercial bid and quoted rates are to be provided on Price bid along with taxes/duties if any. Price bid of only those parties will be opened who qualify in techno-commercial bid.

The EMD for this contract is **NIL**. The Security deposit for this contract shall be **10% of the Total Awarded Value of the Contract**. Payment under the contracts will be on monthly basis through E-payment mode only within 30 days of submission of bills to BHEL Rudrapur.

The work will be awarded to single party on the basis of L-1 charges payable on overall L-1 basis. However, BHEL reserves the right to accept or reject any bid without assigning any reason. The parties are advised to visit site for actual assessment of work before submitting tender..

The sealed tender in sealed envelope super scribing **“Tender for Driving & helping facilities for BHEL School Bus”** due for opening on **20.05.2014, 3.00 PM** should be submitted by **20.05.2014, 2.00 PM**.

Engineer (HR)

FORMAT FOR TECHNICAL CUM COMMERCIAL BID

1. Name of party:
2. EPF registration number (enclose certificate):
3. ESI registration number (enclose certificate):
4. Contractor labour license number (enclose certificate):
5. Service Tax registration number (enclose certificate):
6. Experience details (enclose certificate):

7. PAN No. (enclose certificate):
8. Bank account details: account no./ bank

9. Acceptance for e-payment: Yes/ No
10. Availability of trained/ qualified staff: Yes/No

Note: The driver should hold valid license for running factory school bus.

11. Acceptance of all terms & conditions of contract

Authorised Signature:
Name:
Address:

Phone No.

PRICE BID

Sl. No.	Brief Description	frequency	Rate	Total per month
1.	Running & up keeping (includes cleaning, washing, checking & inspection, routine maintenance etc) of the one number company school bus (Eicher-30 seated) for school going children as per school timings & requirement from time to time with provision of driver & helper facility	Daily	Rs. Per day	
2	Taxes & Duties:	Service Tax as applicable (percentage-)		
Total Per Month (addition of SI No 1 to 2)				
Total for 02 (two) years				

Authorised Sign-

Name of Party:

Contact No

Address:

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

CONTRACTUAL

- a) 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.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) 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.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) 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.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

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 authorities.
- 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 to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) 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 to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) 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.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

ANNEXURE-D

GENERAL TERMS & CONDITIONS

- a) 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.
- b) 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.
- c) 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.
- d) 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 bills at BHEL CFP Rudrapur on monthly basis.**
- e) 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.
- f) Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.

- g) 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.
- h) 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 **02 years**. The parties reserve the right to extend the contract on mutually agreed terms and conditions. The contract will be two years period from the date of start of work at CFP Rudrapur.
- i) 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 thereunder. 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.

ANNEXURE –A

Scope of Work for Running of the Company Bus (Either-30 seater)

1. Running of the 30 seated school bus for picking up the children from various designated points and leave them at various schools within the Rudrapur Town. In the similar way, picking up the children from schools and drop them to different designated points. The proper records of the log book for the running of the bus shall be maintained by driver/helper.
2. The helper shall assist the driver for running the bus. He shall also assist proper boarding of the children and shall take care of children during the running of the bus.
3. The fuel and other consumables will be provided by BHEL. Maintenance of the bus will be carried out by BHEL according to the need.
4. Waiting time & Work like up keeping of bus, cleaning, washing , checking and inspection for routine maintenance etc shall be done by driver & helper. They shall also follow the instructions of BHEL in connection with any complaint.
5. Bus fitness, Insurance, Road tax, Road permit, Pollution control certificate of the bus shall be done by BHEL.

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 under different heads. 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.
2. Payment towards work satisfactorily executed will be made to the contractor as per Price bid or negotiated rates as per rules.