



BHARAT HEAVY ELECTRICALS LTD BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER (NIT) FOR HIRING OF LOCAL TRANSPORT AT IGSTPP IN JHAJJAR AREA

<i>Last Date & Time for Sale of documents</i>	<i>05/10/2009</i>	<i>11 00 Hrs.</i>
<i>Last Date & Time for Submission of Bids</i>	<i>05/10/2009</i>	<i>14 00 Hrs.</i>
<i>Due Date & Time for Bid Opening</i>	<i>05/10/2009</i>	<i>14 30 Hrs.</i>

SIGNATURE OF TENDER COMMITTEE MEMBERS

(1) SXX _____ (2) SWE _____

(3) SCS _____ (4) FIN _____

Note: 1 Any abbreviation is not permitted liable for rejection
2 Any non compliance is liable for rejection

Signature of contractor
with Date , Name & seal



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER

NIT: -SXX/IGSTPP/01/2009/RPT

Date: - 08/09/2009

AGREED/ NOT AGREED

SXX department of BHEL Bhopal invites tender on Limited tender basis from experienced and financially sound contractors for the following work. at IGSTPP NTPC Jhajjar (Haryana).

- (1) **SCOPE OF WORK:** Hiring local transport/Car for site work at IGSTPP Jharli.
- (2) **DETAILS OF WORK:** Hiring local transport/car for site work on monthly basis as per special and general terms and conditions.
- (3) **QUALIFICATION CRITERIA:** As per special and general terms and conditions.
- (4) **LIST OF WORK EXPERIENCE/PROJECT EXECUTED BY THE COMPANY:**
(Not applicable)
- (4.1) **LIST OF WORKMAN SUITABLE FOR THE JOB:** (Not applicable)
- (5) Interested parties should have soundness in organizational and financial setup and good technical competence with quality system adequacy. Parties must also be free from any kind of legal disputes as black listed by any PSU/BHEL/Sate/Central Government.
- (6) **WORK COMMENCEMENT:** Within one week from the date of issue of LOI/ work order.
- (7) **CONTRACT PERIOD:** One year from commencement of work.
- (8) **AVAILABILITY OF TENDER DOCUMENT:**
Complete tender document can be down loaded from our website www.bhel.com or alternately the tender documents may be obtained from
SXX Department block IV EWFF BHEL Bhopal.
- (9) **SUBMISSION OF TENDER DOCUMENT.**
 - (9.1) **Last Date of Bid submission:** 05th October 2009 up to 14:00 Hrs
 - (9.2) **Date of bid opening:** 05th October 2009 upto 14:30 Hrs
- (10) **VENUE FOR BIDS SUBMISSION/ OPENING:**
Tender room, Admin – Block, Ground Floor, BHEL Bhopal-462022
In case of any doubt our address for correspondence shall be:
DGM (SXX) Block-IV/EWFF BHEL, Piplani P.O. Bhopal-462022
Phone No: 0755-2505106
E-mail: imtiazbhelbpl.co.in

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(11) SPECIAL TERMS AND CONDITIONS:

FOLLOWING TERMS AND CONDITIONS SHALL BE APPLIED.

- a) The monthly rates shall be for 12 hours.
- b) Diesel shall be provided as per vehicle logbook for the number of km run with minimum average of 10 km per liter.
- c) The vehicle shall be provided with air conditioner fitted.
- d) The contract shall be valid for Six months but this can be extended further.
- e) The vehicle shall be clear with respect to all paper work from RTO.
- f) The driver of vehicle shall have a dress code in white color pant, shirt and a cap.
- g) Maintenance and safety of driver and vehicle shall be total responsibility of vehicle owner.
- h) No mobiloil shall be re- immersed by BHEL.
- i) Any facility like TA/DA and accommodation shall not be provided to driver.
- j) Vehicle shall be ready at all the times with perfect condition of break, head light, side indicator main horn and reverse horn.
- k) Vehicle substitute is required in case of break down.
- l) Driver must have mobile Phone for instant contacts.
- m) VAT/Income Tax any other tax shall be deducted from the bill and certificate of the same shall be provided as per BHEL rules.
- o) Vehicle should be registered in RTO after August 2006.
- p) Vehicles driver should have minimum 2 year experience.

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(10) GENERAL TERMS AND CONDITION:

DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- (10.1) **'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Shri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- (10.2) **'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns.
- (10.3) **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.
- (10.4) Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- (10.5) **'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- (10.6) **'LETTER OF INTENT'** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- (10.7) **'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ concerned authorities.

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(10.8) **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

(10.9) **'OFFICIAL SECRET ACT'** : The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

(10.10) **'MODE OF COMMUNICATIONS'**:

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

(10.11) **'EARNEST MONEY'**:

(10.11.1) Bidder has to submit Earnest Money Deposit (EMD) of the prescribed amount, through pay order/ demand draft/ Cash deposit receipt of Cash office / One time EMD, in favour of Bharat Heavy Electricals Limited, Bhopal, with each tender.

PROVIDE CASH RECEIPT (MR)/DD NO.

The amount of fresh EMD, effective as on date, is as follows:-

Works costing \leq Rs. 2 lakh	: NIL
>Rs.2 lakh \leq Rs. 5 lakhs	: Rs. 10,000/-
>Rs.5 lakhs \leq Rs.10 lakhs	: Rs. 20,000/-
>Rs.10 lakhs \leq Rs.20 lakhs	: Rs. 40,000/-
>Rs.20 lakhs \leq Rs.30 lakhs	: Rs. 60,000/-
>Rs.30 lakhs \leq Rs.50 lakhs	: Rs. 1,00,000/-
>Rs.50 lakhs \leq Rs.100 lakhs	: Rs. 1.5 lakhs/-
>Rs.100 lakhs	: Rs. 2 lakhs/-

The value of One time EMD is Rs.2 lakh/-.

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- (10.11.2) In the case of unsuccessful bidder, the EMD will be refunded normally, within 15 days of the acceptance of award of work by the successful bidder.
- (10.11.3) The EMD of the successful bidder will be retained towards part of Security Deposit.
- (10.11.4) BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- (10.11.5) After opening of tender, revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- (10.11.6) Fails to start the work within the period as per LOI, contract / within 15 days after award of contract.

(11) **OFFER SUBMISSION IN RESPONSE TO INVITATION :**

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT.

Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.

The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but **Excluding of the Service tax**. No any escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate.

An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or Overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer.

Validity period of an offer shall be up to three months after the submission date.

The form for price bid is attached on page no. 15 (Para 26)

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Date: - 08/09/2009

(12) SECURITY DEPOSIT:

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount Of security deposit, before start of the work.

(12.1) THE AMOUNT OF SECURITY DEPOSIT, EFFECTIVE AS ON DATE, IS AS FOLLOWS:

- (i) Work costing <Rs. 10 lakhs :- 10%.
- (ii) > Rs.10 lakhs <Rs.50 lakhs :- Rs. 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs.
- (iii) >Rs. 50 lakhs :- Rs. 4 lakhs + 5 % of the amount exceeding Rs.50 lakhs.

(12.2) THE FULL OR 50% SECURITY DEPOSIT:

May be deposited through Pay order/ Demand draft / the cash office of BHEL/ Other modes. (Pl. refer BHEL works policy, to know details of the other modes) The balance 50% of Security Deposit shall be recovered from the running bills @10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

(12.3) RETURN OF SECURITY DEPOSIT:

The Security deposit shall be refunded to the firm, only after minimum 3 months, of successful completion of the contract, after producing “Clearance and No Dues Certificate” from the concerned executive.

(13) AGREEMENT SIGNING:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm.

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(14) **RESPONSIBILITIES OF THE FIRM:**

(14.1) **GENERAL RESPONSIBILITIES:**

- a) The firm shall follow all the statutory compliances as mentioned in the and all the prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b) The firm shall pay all taxes, fees, license charges which may be him or other wise as deemed fit.
- c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- e) **Gate Pass** for entry into work premises be required for all the persons deployed by the firm. The firm shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.
- f) Firm shall maintain a Wages register showing the following details clearly,
for Each month, exclusively contract / area wise:-
 - 1. Measure of work (or attendance) for which worker is entitled for wages.
 - 2. Wages paid,
 - 3. PF and ESI deduction from each worker,
 - 4. PF and ESI contribution by firm,
 - 5. Whether monthly wages slip received,
 - 6. Signature of worker.

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One copy of wages record shall be furnished every month, for inspection purpose, Of various labour authorities. Firm shall preserve all such wages records and Other records, up to as specified by Labour laws and at least up to the security Deposit clearance.

Firm shall furnish the following certificates duly applicable for the working year, Whenever desired by BHEL.

- a) Annual returns & inspection certificates of PF and ESI.
- b) Monthly challans of PF and ESI.
- c) MP Welfare fund receipt.
- d) Annual statement for availed/paid leaves,
- e) Bonus paid (Form-C & D)

The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

(15) TECHNICAL RESPONSIBILITIES:

- a) Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of customer / BHEL BHOPAL.
- b) Workers Only with min. 1 years experience in the relevant work category shall be deployed to execute the work.
- c) Group leader shall have with min.3 years experience in the relevant work category.
- d) The work shall be done under the full time and complete administrative & technical supervision \ by the firm.
- e) All materials, including fixtures / tools and plants required to perform above activities shall be provided by bidders.
- e) Working time can be any time during Ist/ IInd / IIIrd shifts as required by BHEL including Sundays & Holidays.
- f) The firm shall complete the allotted work, meeting all norms & parameters of Quality Control up to the satisfaction of BHEL executive/ customer.

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(16) PAYMENT TERMS :

90% payment shall be made after submission of bills along with work completion certificate/ MOM from BHEL / Customer's representative. Remaining 10% shall be paid after 90 days of satisfactory completion of work at the time of contract closing. Income Tax, service tax and other Govt. levies etc. as applicable shall be deducted from the running bills and certificate to this effect shall be provided as per rules. The expenses towards stamp duty of the agreement shall be borne by the contractor.

(17) PENALTY:

For delays beyond the specified schedule, if attributable to the firm; Penalty may be imposed maximum up to the ceiling of 5% of the contract value for the allotted work. Normally, the rate shall be 1% of the involved contract value for the per one month delay. If any defects is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost.

(18) FORCE MAJEURE:

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control.

In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

(19) ARBITRATION:

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

The arbitration proceedings shall be held at Bhopal.

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(20) RIGHTS OF BHEL:

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfillment of any contractual obligations or obligations under the law.

(21) 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION':

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

(22) COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply provisions of various applicable labour laws provisions of the works following enactments and other enactments as applicable for such contracts as applicable in state/central government jurisdiction.

Contract Labour (R&A) Act 1970 and rules 1971 as applicable in state/central government jurisdiction.

1. Payment of Wages Act.
2. Minimum Wages Act.
3. Employees State Insurance
4. Employees Provident Fund Act
5. Workmen's Compensation Act
6. Industrial Relations Act
7. Factory Act
8. Maternity Benefit Act
9. Equal Emolument Act
10. Shram Kalyan Nidhi Adhiniyam
11. Payment of Bonus Act
12. Inter State Migrant Act

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(23) CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

- (23.1) Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules, 1973
- (23.2) Appointment letter to his employees.
- (23.3) Annual leave with wages including EL, CL, National Holiday & Festival holiday.
- (23.4) Leave record register.
- (23.5) shall engage only adult workers who have attained the age of 18.
- (23.6) Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
- (23.7) Obtain insurance cover for his employees/equipments tools etc & third party insurance coverage at his own cost.
- (23.8) Remit Provident fund contributions in prescribed 3A & 6A forms
- (23.9) ESI contributions in Form 6
- (23.10) Submit challans of PF & ESI contributions every month.
- (23.11) Provide Personal protective equipments for his employees
- (23.12) Distribute wage slip each month to his employees
- (23.13) Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
- (23.14) preferably Uniform to labours different from BHEL employees
- (23.15) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

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(24) Jhajjar site for a period of 6 month as per the following terms & condition:

1. Monthly rate of vehicle with air conditioner fitted with it, inclusive of driver, wages, maintenance, repair, insurance and taxes etc. for 12 hrs daily duty.
2. Expenditure on account of diesel will be reimbursed as per the odometer reading of car at prevailing rate at Jhajjar at 10 KM per liter
3. Duty hours shall be 12 hours per days .Vehicle may be required beyond 12 hrs also , as per company's requirement and rates per hours beyond 12 hours will be paid extra. However no. O.T. will be paid after parking/releasing during outstation duty by user.
4. The contract shall be valid initially for six month however it can be terminated anytime after giving three days prior notice without assigning any reason. The contract may be extended as per requirement.
5. Payment shall be made monthly within 90 days of submission of bill after due verification by the site in-charge. The contractor is required to maintain daily logbook properly filled which are liable to verification at any time.
6. Vehicle must have taxi permit of HARYANA.
7. In case of break down of the vehicle, a suitable vehicle has to be arranged to maintain continuity of service, failing which BHEL, will arrange the vehicle at owner's risk and cost.
8. If the services are not rendered as per satisfactory level i.e. fuel storage, non working of A.C. non availability of drivers etc. a suitable amount will be deducted from the bill. The decision of site in charge Jhajjar site will be final.
9. One day paid off will be allowing once in a month for up keep maintenance of vehicle as per convenience of BHEL.
10. The maintenance of vehicle and safety of vehicle shall be the responsibility of the vehicle owner.

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11. The accommodation and medical facility for the driver has to be arranged by the vehicle owner. General health checkup and eye testing certificate to be furnished by vehicle owner.
12. Vehicle should be fitted with reserve horn.
13. All statutory requirements like road taxes, insurance, driver license, pollution control certificate, route permit etc., of vehicle to be arranged by the vehicle owner. No claim in this regard will be entertained by BHEL.
14. Outstation travelling may have to be performed as and when required. Payment of night halt will be made for out station duty. State tax outside HARYANA as applicable shall be reimbursed by BHEL.
15. Income tax form bills will be deducted as per rules.
16. Garage: Field Hostel Jhajjar / Site Jharli will be terminal point for kilometer reading starting & ending purpose. At present Jhajjar will be treated as Garage point and any change in the same will be intimated 3 days in advance.
17. 30 days prior notice will be required from contractor before discontinuation of the said vehicle or in lieu one month rent – will be deducted from the previous bill.
18. Any Challan / fines imposed by statutory authorities due to any reason will be borne by the vehicle owner.
19. Driver should have mobile phone. Expenditure for mobile set connection and monthly bill charges will be borne by the vehicle owner.
20. Charges of mobile oil will not be reimbursed by BHEL.

(25). SUBMISSION OF TENDER DOCUMENT:

Tender with following information is to be submitted in envelope. The tender No. due date & supplier name to be written on cover and addressed to The DGM (SXX), Block IV Annexe, EWFF, BHEL, Piplani, BHOPAL Pin – 462021 (M.P.) it is to be dropped in **white coloured tender box for works contract only**. The box is kept in the tender room of BHEL administrative building ground floor.

(There are two boxes in the tender room, the Red coloured tender box is for the purchase tenders and not for Services tender)

NOTE: TENDER TO BE SUBMITTED IN WHITE COLOR TENDER BOX MEANT FOR WORKS CONTRACT.

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(26) **'RATE QUOTED':**

<i>SL</i>	<i>PARTICULAR</i>	<i>RATE (RS)</i>	<i>QTY /MONTH</i>	<i>AMOUNT (RS)</i>
<i>A</i>	<i>Hiring Sumo / Quallies / Commander Jeep/car monthly basis for 6 months. (7 days per week ,12hour per days.)</i>	<i>(Rs Per month)</i>	<i>(month) for 6 month</i>	
<i>B</i>	<i>Diesel charges as per current rate with minimum average of vehicle 10 KM /per liter.</i>	<i>(Rs Per Liter) As per market rate.</i>	<i>As per reading</i>	<i>As per reading</i>
<i>C</i>	<i>Charges per Hour Extra use after 12 Hours .</i>	<i>(Rs 35/hour)</i>	-----	-----
<i>D</i>	<i>Charges per Night Halt Extra.</i>	<i>(Rs 100/Night)</i>	-----	-----
<i>TOTAL</i>				

L1 QUOTATION WILL BE DECIDED BASED ON TOTAL AMOUNT OF SL NO. A.

SIGNATURE OF TENDER COMMITTEE MEMBERS

(1) SXX _____ (2) SWE _____

(3) SCS _____ (4) FIN _____

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