

Details of related firms and their area of activities

Date: _____

To:

M/s _____

Supplier Code: _____

Address: _____

email: _____

Sub: Details of related firms and their area of activities.

Dear Sir/ Madam,

You are registered with BHEL, (Name of the Unit: HEP Bhopal) for supply of following material categories:

1. _____

2. _____

3. _____

4. ...

Recently, Supplier Registration Form (SRF) of BHEL has undergone change to capture the details of family members of the suppliers, doing business/ registered with BHEL.

So as to capture these details for suppliers already registered with BHEL, you are requested to fill up the details as per Annexure.

Regards,

(Unit SDC)

1210451/2022/HEP-LGX88101

Annexure

Date: _____

To: _____

Address: BHEL, _____

email: _____

Sub: Details of related firms and their area of activities.

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, HEP Bhopal.

1	Material Category description.	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category description.	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards, (_____)

From: M/s _____

Supplier Code: _____

Address: _____

Clause on IP in the tender**Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- (b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

- (1) Name: Shri Rajendra Kumar Sharma

Deptt: Logistics Department

Address: Annexe 6, BHEL Bhopal

Phone: 0755 250 3118

Email: sharmarks@bhel.in

- (2) Name: Shri N C Naskar

Deptt: Add. GM- Logistics Department

Address: Annexe 6, BHEL Bhopal

Phone: 0755 250 3362

Email: naskar@bhel.in

BHEL-IP
Annexure-1

AA:SSP:IP:R03 dtd 01-04-2022

INTEGRITY PACT

Between Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender No. LGX/RC/E-00462 "Rate Contract for Packing Contract in different warehouses inside Factory Area"** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the

matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by each Unit/ Division/ Region for conducting Reverse Auction (RA) for procurement of material/ works/ services. These guidelines will be applicable for all purchases/ contracts to be awarded under Purchase/ Works policy and the RA shall follow the philosophy of English Reverse (No ties). Based on these guidelines, Units/ Divisions/ Regions (hereinafter referred as 'units') may issue their own Departmental Procedures without changing the intent and spirit of the guidelines contained in this document. These guidelines will supersede earlier guidelines issued vide AA:SSP:RA:04 dated 04.03.2020.

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

2.0 Intent of Reverse Auction

To derive maximum benefit in cost savings through competitive bidding.

3.0 Upfront declaration in NIT

Wherever it is felt that procurement may be done through Reverse Auction, the bids shall be invited in two parts/ three parts or single part bid (Price Bid) where Techno-Commercial MoU already exists. Wherever, the evaluation is done for individual line item, separate sealed envelope price bid for each line item shall be taken.

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

4.0 Aspects to be considered for RA

Following aspects may be considered by the competent authority (empowered to approve the ordering) to decide before floating of the tender if RA is to be conducted for that particular tender:

- a) Number of techno-commercially qualified bidders in previous tender for same/ similar class of item
- b) Price volatility of the item(s) under consideration
- c) Past purchase experience of similar item(s)
- d) Tender Value of the item(s) under procurement
- e) Any other aspect which may be specific to tender

Note: Decision to go for RA or not will be on case to case basis with recorded reasons.

5.0 RA Committee

Purchase/ Tender committee, if already in place, shall also act as RA committee. Purchase representative will be the convener. In case Purchase/ Tender committee has not been formed, the Product Manager/ MM Head/ Department Head, shall constitute RA committee consisting of representatives (*rank as per DoP of tender/ negotiation committee*) from departments of Engineering/ Indenter/ User, Purchase and Finance. This committee will work for a specific tender. The role of RA committee shall be as below:

- To vet the comparative statement comprising sealed envelope price bids received, MSE status, qualification against Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, Order 2017) of all techno-commercially qualified bidders, loading etc. before sending it to the service provider for RA.
- To decide and record the 'Start-Price' and 'Bid Decrement'.
- To observe the RA process and declare RA as successful.

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

6.0 Business rules for RA

Model Business rules (annexure I) and other annexures II to VI are attached. MM shall prepare and fill in the required details in the annexures at appropriate places like:

- Enquiry/ Request for Quotation (RFQ) number
- Name and Addresses of the bidders
- Items description, quantities/ weight, Specification
- Date and time of opening and closing of RA
- Extension conditions
- Loading Criteria/ Formulae
- Foreign Exchange (FE) rates for evaluation
- Taxes & Duties
- Freight & Insurance
- Bidders' training, if required, etc.

The calculation sheet e.g. excel sheet (which will help to arrive at 'Total Cost to BHEL') which is communicated to respective bidders of RA, will be prepared by MM and vetted by Finance. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT and will be same based on which sealed envelope price bids have been evaluated.

MM shall issue a mandate (annexure II) to the service provider covering business rules etc. and inform about event, calculation sheet etc. to all techno-commercially accepted bidders.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form (annexure III) signed by all the participating bidders before RA event.
- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

8.0 Start price for RA shall be lowest of sealed envelope price bid.

Note: Wherever more than one lowest sealed envelope price bids are identical, RA committee shall declare the start price by reducing the lowest sealed envelope price bid by maximum of one decrement.

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

amdt01 dated 10.03.2021

9.0 Witnessing Auction

Access to witness the RA shall be available to the concerned officials of BHEL (Indenter/ Finance Officials/ Purchase Officials), nominated by Head MM/ Purchase/ Contracts.

10.0 Reverse Auction Process

- 10.1 Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

- 10.2 The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.

If the start price is lower than the lowest sealed envelope price bid (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.

In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05
Dated: 08.03.2021

- 10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

- 11.1 Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.
- 11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer. However, principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy/ Work Policy.
- 11.3 Reasonability of rates received through RA to be ascertained as per extant Policy provisions.

12.0 Payment to the Service Provider

Payment shall be made as per the agreed terms of the Framework Agreement with the service provider based on the mandate issued and service provider's invoice certified by the respective MM. If the RA event is conducted as per the mandate given by BHEL and agreed procedure, payment shall be made to the service provider irrespective of the auction outcome.

13.0 Others

- 13.1 If RA is being conducted for multiple line items and L1 is to be decided for individual items, number of items in single screen be restricted to 10 (ten) to avoid scrolling by the bidders.
- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.
- 13.5 Model annexures are enclosed. However, to suit specific requirement of the Units changes in the annexures may be done with the approval of respective MM Head of Unit. Such changes shall specifically be communicated to the service provider before the RA event.

---XXX---

Business Rules for Reverse Auction**Annexure – I**

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Business Rules for Reverse Auction**Annexure – I**

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05

DATED: 08.03.2021

Business Rules for Reverse Auction**Annexure – I**

-
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
 8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
 9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
 10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
 11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Business Rules for Reverse Auction**Annexure – I**

-
- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the
-

Business Rules for Reverse Auction**Annexure – I**

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
 16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
 17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
 18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
 19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
 20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with
-

Business Rules for Reverse Auction**Annexure – I**

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05
DATED: 08.03.2021

Mandate to Service ProviderAnnexure – IIRef :Date :

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sir,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
 - Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
 - Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
 - Payment Terms: 100% payment after successful completion of Auction.
 - Start Price: L1 as per the CST (Comparative statement) of the envelope sealed bid shall be marked as L1 automatically by the system at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form. In case the Process Compliance form is not submitted by the L1 bidder, still its price has to be mapped as start price of RA for further bidding in RA.
- Wherever there are more than one L1 in CST, the start price shall be the L1 price reduced by one decrement and the same shall be accepted by the interested bidder(s) for start of RA process.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
 - Business Rules of the Reverse Auction are as per Annexure – I.
 - The list of bidders with their contact details is given in Annexure – IV. and the details of the item (s) to be Reverse Auctioned are as per Annexure – V.
 - Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05
DATED: 08.03.2021

Mandate to Service Provider**Annexure – II****Note:**

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	<ul style="list-style-type: none"> - Name of BHEL Unit - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Auction to be conducted by	<ul style="list-style-type: none"> - Name of Service provider - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Date of Auction	<ul style="list-style-type: none"> - Date of Auction - Reverse auction time: - Auction website: -
Documents Attached: (To be sent to the bidders)	<ul style="list-style-type: none"> 1) Business rules for Reverse Auction (<u>Annexure-I</u>) 2) Process Compliance Form (<u>Annexure-III</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-V</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-VI</u>)

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05

DATED: 08.03.2021

Process Compliance FormAnnexure – III

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05

DATED: 08.03.2021

List of bidders and their address/ contact person detailsAnnexure – IV

Sl. No.	Address	Contact Person
1	<ul style="list-style-type: none"> - Name of bidder - Full postal address - Fax: - Phone: - Email: 	<ul style="list-style-type: none"> - Contact person name: - Phone: - Email:
2		
3		
..		
..		

Details of item (s) for Reverse AuctionAnnexure – V

1. {Details of items including quantity, specification, Enquiry no. & date

1.

2.

..

..

..

}

GUIDELINES FOR REVERSE AUCTION – 2021

Doc. No. AA:SSP:RA:05

DATED: 08.03.2021

RA price confirmation and breakup**(To be submitted by L1 bidder after completion of RA)****Annexure – VI****To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{____in value & in words____} for item(s) covered under tender enquiry
No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {____ in nos. & in words ____} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:**Company:****Date:****Seal:**

**Notice Inviting Tender (NIT).**

Tender No. and Date	LGX / RC / E-00462 Dt
Nature of Work	Rate Contract for Packing / Loading / Un-Loading Works of Consignments having various Dimensions and Weights of Finished Products in Different Blocks inside Factory Area of BHEL-Bhopal.
Last date for submission / Deposit of tender.	Tender Documents shall be Submitted before 11.00 AM on in the green box kept in the tender room, Admin. Building, Ground Floor.
Tender Opening Date & Time	Date :, Tenders will be opened on the same day at 2.00 PM sharp in the tender room, Ground Floor, Administrative Building, BHEL Bhopal.
Integrity Pact (IP)	Bidder(s) must submit duly signed integrity pact (IP) in the document attached as Annexure1-2.



NIT Ref : LGX / RC / E-00462;

NAME OF WORK : : Rate Contract for Packing / Loading / Un-Loading Works of Consignments having various Dimensions and Weights of Finished Products in Different Blocks inside Factory Area of BHEL-Bhopal.

Sealed tenders are invited from the tenderers who have worked as Labour Contractor in BHEL/ PSUs / Govt. / Semi-Govt. / reputed Public / Private Limited Company having valid Labour license No./ Registration No./ Gumashta No., PF, ESI, PAN No. and GST Registration No. etc.

The tenderer (Contractors/ Bidders) shall submit Techno-Commercial Bid (PART-I) and Price-Bid (PART-II) in separate sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid (Part-I) or Price Bid (Part-II) as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. Both sealed envelopes should be kept in third large envelope clearly super-scribed with NIT Reference No. and Due Date of Submission, Bidders name & address. Price Bids of only those parties will be opened who fulfill all qualifying conditions as per Annexure-I.

PART-I : Techno-Commercial Bid includes

- i) Pre-Qualification Requirements & Criteria (Annexure-I).
- ii) Copy of proof of Earnest Money Deposit (EMD).
- iii) Signed and sealed tender documents with all tables/ Declaration forms/ information sheets duly filled in legible writing.

PART-II : Price-Bid contains only
Schedule of Rates (Annexure-II).

Terms & Conditions and Scope of Work

1.0 CONTRACT PERIOD, CONTRACT EXTENSION & CONTRACT CLOSING:

The period of above work will be twelve months (12 months) from the date of award of contract.

However, BHEL reserves the right to extend the contract further by a maximum of ONE MORE YEAR, short close the contract during contract period or terminate it fully at its discretion at any time without assigning any reason thereof or serving any notice to the contractor.

2.0 SCOPE OF WORK :

Packing work of finished goods in supplied wooden boxes / packing sets in different warehouses inside BHEL Bhopal including loading / unloading of boxes in / from trucks and trailers or wagons has to be carried out under this works contract. The complete Scope of work will be as per Annexure-III and as per instruction of respective warehouse engineer / officer in-charge from time to time.

3.0 PRICE - BID EVALUATION AND DISTRIBUTION OF WORK :

The rate for the entire scope as per Annexure-III is to be quoted in the Schedule of Rates (Annexure-II). Bidder (s) are advised to quote unit rate (Rs. per Cu Mtr) in price bid (Annexure II) Evaluation shall be on the basis of value for total business quantity.

The distribution of work will be done amongst 4 (four) parties on equated rates only. Price bid will be evaluated for the total cost (Estimated Business Volume in Cu-Mtr of Wood multiplied by the rate quoted per Cu-Mtr) as per the Schedule of Rates (Annexure-II).

For deciding L1 rate, "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not



participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

L-1 rate will be counter offered to L-2, L-3 and so on till acceptance for L-1 rate is obtained from requisite number of parties’.

BHEL shall split and award the work as it decides and the decision of BHEL will be final. The work will be divided based on the Bidder's Rank. The Percentage of Work / Business Distribution shall be as per the table below:-

Distribution Table :

Work Distribution (Splitting of tendered quantity).	Bidders Rank	Tentative Percentage Distribution of work	Warehouse / Bay / Working Area / Item
Tendered Quantity shall be distributed among four parties. (If No. of qualified response is five or more than five and four parties have accepted L-1 rate declared by BHEL).	L-1	40	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction).
	L-2	30	Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-3	20	Block-3/Bay-3 and 9
	L-4	10	Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
Tendered Quantity shall be distributed among three parties. (If No. of qualified response is four or only three parties have accepted L-1 rate declared by BHEL).	L-1	50	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction). Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
	L-2	34	Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-3	16	Block-3/Bay-3 and 9
Tendered Quantity shall be distributed among two parties. (If No. of qualified response is three or only two parties have accepted L-1 rate declared by BHEL).	L-1	67	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction). Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-2	33	Block-3/Bay-3 and 9 Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
Total tender Quantity shall be awarded to single party. (If No. of qualified response is two or only single parties have accepted L-1 rate declared by BHEL).	L-1	100	All warehouses/ Bay / Packing Area inside factory.

The above business distribution is totally on tentative basis and LGX may review and revise the work distribution / working area from time to time depending on work load and specific requirements. Quantity may vary $\pm 10\%$.

In case of fewer bidders, the percentage of work and work area shall be redistributed proportionately amongst the bidders as per above table.

If no bidder other than L1 bidder accept L-1 price declared by BHEL, L1 bidder has to accept and execute the contract, if required by BHEL.

3.1 The bidder shall quote rate after visiting the work place, if desired, and after considering the cost of tools and tackles required for the execution of work. Conditional tender is not acceptable.



The quoted rate shall be valid for 90 days from the date of opening of Part-I for ordering.

Guidelines for dealing with "Discrepancy in Words & Figures- quoted in price bid".

- If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

3. 2 BASIS OF PAYMENT

Payment to the contractor for packing work will be based on Cu-Mtr of wood content in packing box based on TFC drawings duly certified by concerned warehouse in-charges. Wherever TFC drawings are not available, the following "Table A" shall be the basis for computation of volume of wood in Cu-Mtr. Wherever, steel boxes / structures are used for packing, equivalent wood content will be considered for purpose of payment. Equivalent wood in Cu-Mtr for the purpose of payment of loading/unloading charges of loose items only will be as per "Table B".

In an exceptional situation where it is not possible to work out based on Table A / Table B, decision on the basis of payment shall be final.

Table A

Volume of box (LxBxH) in Cu-Mtr	Estimated Wood Content in Cu-Mtr (Divide Volume of box by)
Upto 0.14	1.65
0.15 to 0.30	2.60
0.31 to 1.00	3.20
1.01 to 2.00	3.85
2.01 to 4.00	4.75
4.01 and above	8.35

Table B

L or B or H of loose item whichever higher in mm	Equivalent wood for purpose of payment of loading/ unloading charges of loose items only (Cu-Mtr)
upto 1000	0.0067
1001-2000	0.0133
2001-.3000	0.0200



3001-4000	0.0333
4001-5000	0.0500
5001 and above	0.0667

3.4 Payment Terms :

100% payments shall be made within 90 days / 45 days (for contractor covered under MSME act), after completion of work (s) as per work order. The document in support of MSME to be Udyam Certificate only. After completion of packing work contractor shall submit bills within 15th day of consecutive month and the payment will be made after receipt of the bill and supporting documents in satisfactory condition.

For example: Contractor have to submit their bill along with supporting documents in satisfactory condition within 15th July-2020, for the volume of work executed in the month of June-2020.

MSME supplier : MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, Udyam Certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal.

4.0 EARNEST MONEY DEPOSIT (EMD) : EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of **Rs. 2,26,827/- (Rupees Two Lakh Twenty-Six Thousand Eight Hundred Twenty Seven Only).**

OR

ONE TIME EMD of Rs.5 (Five) Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.)

Mode of Deposit :-

The EMD may be accepted only in the following forms :-

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited on BHEL account (before tender opening).
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

In addition to above, the EMD amount in excess of Rs Two lakhs may also be accepted in the form of Bank Guarantee from schedule bank. The Bank Guarantee in such cases shall be valid for at least six months.

In case of EMD is furnished through e-Mode (i.e. NEFT / RTGS / Net Banking / PoS / SB Collect etc.).The following link to be followed for SB Collect platform : <https://www.bhelbpl.co.in/qcins/iccs.htm>. Bank details of BHEL / Bhopal: as per "Annexure – A".

MSE contractor (s) / vendor (s) are exempted from submission of EMD subjected to submission of proper credentials i.e. Udyog Aadhaar Memorandum (UAM) etc.

4.1 EMD by the Tenderer will be forfeited as per NIT conditions if:

- a) After opening the tender, and within the offer validity period, the tenderer revokes is tender or makes any modification in his tender which is not acceptable to BHEL.



- b) The contractor fails to deposit the required Security Deposit or commence the work within the specified period as per LOI / Work Order.

4.2 EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.

4.3 EMD shall not carry any interest.

4.4 EMD of successful tenderer will be retained as part of Security Deposit.

4.5 The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.

5.0 SECURITY DEPOSIT & CONTRACT AGREEMENT: Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

5.1 The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5.2 Mode of deposit:

The balance amount to make up the required Security Deposit of 3% of the contract value may be furnished through the following modes of deposit :

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: 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.

- vi) Electronic Fund Transfer (e-Mode) : NEFT / RTGS / Net Banking / PoS / SB Collect etc. The following link to be followed for SB Collect platform only:
<https://www.bhelbpl.co.in/qcins/iccs.htm> Bank details of BHEL / Bhopal: as per "Annexure – A".

5.3 Collection of Security Deposit:

At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the Work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

5.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

5.5 The Security Deposit shall not carry any interest.



Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

5.6 Contract Agreement: Successful Bidder has to enter into contract agreement on Non-Judicial stamp paper of Rs. 500/- or as per prevailing M.P. stamp duty act, within 15 days of the award of the contract.

6.0 The contractor is required to ensure the statutory payments and periodical inspection etc. pertaining to PF, ESI, and labor regulation.

7.0 (i) Contractor may be required to do work in 2nd shift and 3rd shifts/ holidays if required by BHEL without any extra payment.

(ii) The vehicles will be provided by BHEL for internal movement of packing material / goods.

8.0 GST LAW

- I. Contractor shall file all GST returns on time and shall discharge GST liability on time.
- II. In case BHEL incurred any loss due to non-compliance of GST provisions by the contractors, the same shall be recovered from contractors.
- III. Contractor to submit undertaking regarding filing of GST returns giving date of filing of return and copy of challan towards proof of payment of GST along with running monthly bills to claim payment.

8.1 Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

8.2 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

8.3 GST portion of the **invoice shall be released only upon:-**

- 8.3.1** All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
- 8.3.2** Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
- 8.3.3** Receipt of goods/services and Tax Invoice by BHEL and.
- 8.3.4** Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availment of ITC by BHEL.

8.4 In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

Reverse Charge under GST

8.5A In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

8.5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

**Liquidated Damage/Penalty**

8.6 Kept blank

Tax Deduction at source

8.7 TDS as per extent provisions of the GST Law and Income Tax Act shall be deducted from supplier/contractor bill.

9.0 PENALTY :

9.1 The contractor will be given daily work load as per availability of work (Material for packing). The packing of the Material shall be done within **Two working days**. Failure to pack the boxes / material in time, as monitored by ware house in-charge (Supervisor), would make the contractor liable to an un-conditional penalty at the rate of 0.5% of packing value of the boxes per day of delay subject to a maximum of ten percent (10%) of the monthly packing value.

Box no. and penalty amount will be recorded by warehouse in-charge (Supervisor) for not completing packing work in time.

Contractor has to load the vehicle as per the schedule given below, including the day of Placement of vehicle at BHEL Bhopal factory area, but excluding the day of Exit. In case delay for loading of material/ finished goods on vehicle within schedule time is attributable to party then as monitored by ware house in-charge (Supervisor), would make the contractor liable to an un-conditional penalty at the rate of 0.5% of packing value of the boxes per day of delay subject to a maximum of ten percent (10%) of the monthly packing value.

Vehicle Type	No. of days
LCV/HCV/Truck	3
Trailer	3
Hydraulic Trailer (Category-C-41-99 MT)	4
Hydraulic Trailer (Category-B-100-199 MT)	7
Hydraulic Trailer (Category-A – above 200MT)	7

Illustrations for calculation of detention days (e.g. for Trailers):

One vehicle entered at BHEL on 06.07.2017 and exited on 10.07.2017. Detention payable at loading point: 1 day.

9.2 The Company does not give any Guarantee on minimum work load during the Day / Month / Year. The workload varies within the Month and within the year.

9.3 For not wearing uniform, safety shoe, helmet, personal protective equipment etc. by the laborers, penalty amounting to Rs.50/- per day per workman shall be imposed on party/ contractor.

9.4 Manpower :

9.4.1 The Contractor shall provide the adequate manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.

9.4.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and Shoe by their workmen.

9.4.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

9.4.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

9.4.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely



responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

9.4.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

9.4.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

9.4.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

9.4.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

10.0 STATUTORY / GENERAL COMPLIANCES: In addition to all above terms and conditions, statutory instructions / compliances as per labour contract basis, prevailing in the unit shall also be applicable as attached in Annexure-IV and Annexure-V herewith. The contractor has to follow safety rules strictly and provide all safety equipment's and uniforms to all contract laborers failing which appropriate action may be taken.

11.0 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Bhopal.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal (to incorporate the name of the place where the Principle Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and 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 to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

12.0 JURISDICTION: In case of any legal suit / other legal proceedings arising under or relating to the rate contract after arbitration the courts Bhopal only shall have full jurisdiction.

13.0 Compensation in case of death / Permanent incapacitation of person :-



The clause shall be applicable for the contracts having contract value of Rs. 5.0 lakhs or more as under:

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident : Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices / townships and premises / Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh).
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee's Compensation Act, 1923.”

14. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018.

15. The tenderer is expected to have read and understood the conditions prior to quoting their rate and no claim subsequent to submission of tender shall be entertained.
16. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
17. If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.
18. BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

All the pages of tender documents shall be signed by the tenderer affixing their seal giving acceptance of all the Terms & Conditions of the contract in toto.

- Addl.GM (Logistics)

Sign and seal of bidder



Techno-Commercial Bid (PART-I)

Annexure-I

Pre-Qualification Requirements & Criteria (PQR).**NAME OF WORK - Rate Contract for Packing / Loading / Un-Loading works in Different blocks inside factory area.****1. EXPERIENCE : (Experience during last 7 years till tender opening date will be considered)**

Experience of having successfully completed packing works / manufacturing works of wooden cases / boxes during **last 7 years till tender opening date** should be either of the following: -

a. Three successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 45.37 Lakhs.**

or

b. Two successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 56.71 Lakhs.**

or

c. One successfully completed packing works / manufacturing works of wooden cases / boxes not less than **Rs. 90.73 Lakhs.**

i) Contractors who have worked or are working with BHEL for packing works / manufacturing works of Wooden Cases / Boxes should submit a copy of Work Order & Completion Certificate issued by BHEL upto the completed work order value. **Copy of work order in proof of experience, Work Completion certificate issued by Competent Authority (Suppliers/ Contractors has to submit their request through the online portal available at <https://siddhi.bhel.in>).**

ii) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for packing works / manufacturing works of Wooden Cases / Boxes should submit documents with respect to experience as below:

Enclose copy of work order and work completion certificate clearly indicating WO ref, date, duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

iii) For experience certificate of any Private organization, in addition to the requirements as in (ii) above, the WO and completion certificate must be supported by CA certification in "Form- A" below.

2. **Turnover:** Average annual financial turnover during the last 3 years, ending 31st March 2022 should be at least **Rs. 34.02 Lakhs** as per the table below:

Year	FY 2019-20	FY 2020-21	FY 2021-22	Average
Turnover (in lakhs)				

Enclose copy of Audited Balance Sheet and Profit & Loss Account statements in support of above.

a) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.



b) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.

3. Bidders Details (To be printed on letter head pad):

Sl No.	Description	Details
1	Name of Bidder	
2	Type of Company	Limited / Private Limited / Partnership / Proprietorship
3	Correspondence Address	
4	PAN Card Number (Enclose evidence)	
5	GST Registration No. (Enclose evidence)	
6	P.F. Registration No. (Enclose evidence)	
7	ESI Registration No. (Enclose evidence)	
8	Valid Labour License No./ Gumashta certificate (enclose evidence)	
9	If related to any BHEL Employee (Working or Retired) Name : Staff No. Designation : Unit & Department : Relationship :	

4. Bidder(s) must submit duly signed integrity pact (IP) in the document attached as Annexure1-2.

FORM-A

We confirm that (contractor) M/shas completed work relating to packing of wooden boxes/ manufacturing of wooden boxes for M/s vide Work Order (WO) No..... dated.....and completion certificate Ref..... dated.....

We also confirm that (contractor) M/s..... has received payment against the above WO and the same is recorded in book of accounts.

Sign & Seal of CA

Declaration by bidder (s) : If any of the information given in Annexure-I above is found incorrect or false, then BHEL may out rightly reject our offer and may also consider for debaring us from participation in subsequent tenders or action as deemed fit as per BHEL rules.



Relaxation in PQR conditions for MSMEs and startups.

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

CONDITIONS FOR START-UP COMPANIES.

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2.The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3.Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.

4.However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5.Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

For MSEs parties / contractor proposed relaxation in Pre-Qualification Requirement (PQR) are :-

- a) The financial pre-qualifying requirements is relaxed by 20% of the original Pre – Qualifying Requirement specified in the tender.
- b) The technical pre-qualifying requirements, is relaxed by 20% (quantities or amount) of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number).

Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per prevailing extant norms of MSMED Act. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.

Benefit to MSE bidders :

- i) MSE bidders are exempted from submission of EMD & tender fee.
- ii) MSE would be entitled to preferential payment of 45 days from the date of submission of bill (complete in all aspect).
- iii) Purchase Preference: Subject to meeting terms & conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 +15 percent shall be allowed to supply upto 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match L1 price. In case more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

Annexure-A



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

Chakraborty
 चक्रवर्ती
 SHANTANU MEHAR
 Signature & Seal
 Asst. Manager (Finance)
 भारतीय भारती बैंक, भोपाल

We certify that the above bank details are correct as per our record.

Banker Signature & Seal

 19-01-16
 SBN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतवैलेक
 Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
 WEB SITE ADDRESS : www.bhelbhopal.com

**Part II - Price Bid**

Enquiry No.: LGX/RC/E-00462

Annexure II

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCHEDULE OF RATES :

Work Description	Tender Quantity	Unit rate to be quoted by bidder (Rs per Cu Mtr)	Total business Value
A	B	C	D = B X C
Packing and loading / unloading with entire scope of work as per Annexure-III	34097 Cu Mtr.	Rs..... (in figure) Rs..... (in words)	Rs.....(in figure) Rs.....(in words)

Bidder to quote unit rate (Rs. per CuMtr) in the above table at **column C**. The evaluation of L1 shall be based on the total business value. Total business value shall be derived by multiplying tendered quantity (**column B**) with unit rate (**column C**) quoted by bidder. Total contract value shall be firm through-out the contract period. Quantity may vary $\pm 10\%$.

Notes:-

1. The quantity mentioned in the schedule of rates – Annexure-II, is indicative only and may vary depending upon work load and requirement of BHEL.
2. **The quoted percentage should be only upto 2 decimal places.** If any party quotes in more than two decimal places their bid shall be considered with two decimal places after decimal.
3. The GST, as applicable, shall be paid extra, as per the Govt. rules. Any loss/delay in Tax credit due to the reason attributable to the contractors shall be recovered from them along with interest.
4. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else the bid shall be liable for rejection. The firm should take care to fill up the rate, it should be legible and should be in the price bid provided with tender documents or else the bid shall be liable for rejection. No claim of confusion, unawareness etc shall be entertained after opening of bids.
5. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders (s) or their respective representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.



NIT Ref: LGX/RC/E-00462

Annexure-III

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCOPE OF WORK :

1. Drawing the required packing materials from packing - shed / stores.
2. Sorting and grouping of materials.
3. Unloading packing materials / job.
4. Laying of base & placing the job on base. (if required, crane/sling to be used).
5. Marking of base & fixing of wooden battens.
6. Drilling work
7. Bolting work/ cradle fixing
8. VCI Powder/ Silica gel packets,
9. Silpaulin / LDPE covering or wrapping
10. Activities related with Vacuum Packing/ Export Packing/ Sea Worthy Packing.
11. Small side fixing/ Side cutting work
12. Fixing of battens after cutting
13. Big side fixing
14. Fixing of battens, drilling, bolting work
15. Bolting of top
16. Fixing of sides and top. Fixing of bracket by drilling on big side
17. Covering of box by G.I. sheet
18. Marking work and writing consignee and consignor address with or without stencils
19. Demand/ documents to be handed over to LGX office
20. Computer work/ billing etc
21. Shifting of job to be done as many times as suggested by BHEL representative
22. Loading/ Unloading of job on truck, trailer, railway wagon using EOT cranes, properly placing and lashing for safe transportation as per BHEL instructions.
23. Unpacking of packed boxes



24. Packing of pipes, transformer accessories etc
25. Keeping in view the clean, healthy and conducive environment in the work area (warehouses etc), the work scope also includes Cleaning & Housekeeping as per Swachhta and Safety guidelines issued by BHEL time to time and as advised by Warehouse In-charges / Supervisors.

Above scope of work is only indicative and not exhaustive. Contractors to work as per instructions of BHEL (LGX) to execute the work of packing / loading / unloading to the full satisfaction of BHEL.

**Annexure-IV****INSTRUCTIONS TO CONTRACTORS****STATUTORY COMPLIANCES TO BE ENSURED**

ØBHEL 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.

ØThe 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.

ØContractor 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.

ØContractor 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.

ØContractor shall obtain Police Verification of all his workers.

ØContractor shall submit following Certificate for each contract separately.

"It is certified that PF/ESI challans of the amount -----(in words -----
)pertains to my workers, whose names are appearing in the wage sheet of the month ____20__ and
these workers are engaged in

_____(type of
work) against work order no. _____ in _____(name of
department)".

Signature of Contractor

**PAYMENT OF WAGES**

Payment of wages not below the minimum wages notified by the Contract Labour Cell / HR/ BHEL Bhopal to be ensured from time to time.

Ø Contractor shall be responsible for making payment of wages through Bank/ Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.

Ø In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

Ø Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the Logistics Department will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

Ø Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

Ø 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.

Ø Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

Ø Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.

Ø Contractor shall provide information as required in respect of all his employees employed by him to enable the Logistics Department to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.



Ø Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Ø Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Factory Act 1948
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
- .. Payment of Bonus Act 1963
- Shop & establishment Act 1958
- .. Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING

2.0 CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.



6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

1. Those engaging 100 or more workmen, should submit copy of standing orders.
2. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

**Annexure-V****General Terms & Conditions****Selection, Control & Supervision of Contract Labourers :**

- Deployment of full time supervisor is a must for the contractor . Supervisor shall ensure that the work is done in a proper manner in time and all the safety measures are taken care of. During Over-Time working the supervisor will ensure the capability of the worker for overtime. Rules put forth by Contract Labour Cell (CLC of BHEL / HR department) must be followed as regards the overtime.
- 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 / drawings / quality plan. There shall be no interference or intervention whatsoever by BHEL.
- Contractor shall supervise the work allotted to him and to be carried out by his employees.
- Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- Contractor should issue appropriate Appointment letter to his employees.
- Contractor to provide employment card/ Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
- 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.
- In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the contractor may discharge his employees after making payment towards retrenchment compensation under EPF & MP Act, ESI Act etc.

Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

- Over and above the daily wage rate, payment shall be made for leave with wages.
- 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.
 - In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such as 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.

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form :

“Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.

Wage slip shall be issued to each workman.

Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.

Running bills shall be supported with copies of wage sheets and PF as well as ESI Challans.

In addition to above contractor shall also have provision for bonus (@8.33% min.), EL payment / CL payment as applicable.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with, including termination of contract as well as delisting of the contractor for future.

All bills being forwarded to finance department shall have statements showing compliance to these requirements.

- In case the contractor fails to make payment to his employees within the stipulated date/time, security deposit can utilized for payment of wages etc. In case of such an eventuality the contractor shall replenish such an amount immediately.
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
 - The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- Contractor to obtain insurance cover for his employees /equipments, tools & tackle 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 under employees.
- Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes. Contractor to obtain license under CL(R&A) act, 1970. Towards supply of tools, tackles and materials
- 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 shall take insurance of his resources-man, material, equipments and tools & tackles.



- Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
- Contractor shall provide material at his account as mentioned in the contract to his employees for carrying out the job.

Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment's to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.

Rights and obligations of the Principal Employer (BHEL)

- 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 obligation and rectify the deficiency/ anomaly within three days failing which BHEL reserves the right to impose penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days' notice in writing to the contractor.
- The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.