



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Enq No. CDC TE 346 R02

Tender Document for Service Contract

Date: 23/05/2014

**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Government of India Undertaking)**  
**P.O. BHEL Jhansi-284129**

**Central Dispatch Cell**

**TENDER DOCUMENT**  
**For**

**SERVICE CONTRACT**  
**OF**  
**‘OFFICE WORK & MISCELLANEOUS SERVICES**

**Tender Enquiry No.**  
**CDC TE 346 R02**  
**Dated-23/05/2014**

**DETAIL OF TENDER DOCUMENT**

TENDER ENQUIRY NO: CDC TE 346 R02

DATE: 23/05/2014

C	D	C	T	E	3	4	6				R	0	2
Three Digit Department Code eg FBM,TRM			Two Digit For Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digit For Tender No. To be Allotted by contracting section		Three digit W.O. numbers to be issued by CLC on the basis of approval			Three Digit Revision no in work order One R & Two digit for rev no i.e. 01		

**NATURE OF WORK:**

Service Contract for 'Office work &amp; miscellaneous services' in CDC department

1. BHEL JHANSI is in the process of finalizing the Contract for:

**'Service Contract for 'Office work & miscellaneous services' in CDC inside BHEL''**

2. The tender document has been detailed as follows:

- Notice Inviting Tender (Annexure A)
- Work Specifications (Annexure B)
- Qualifying Requirements (Annexure C)
- Instruction to Bidders (Annexure D)
- Tender Evaluation Criteria (Annexure E)
- Contractor's obligations (Annexure F)
- Other General Terms and Conditions (Annexure G)
- Criteria for measurement of work (Annexure H)
- Technical Bid Application (Annexure I)
- Price Bid (Annexure J(a))
- Basis of Offer (Annexure J(b))
- Guideline for Discrepancy in words & figure quoted in price bid (Annexure K)
- Self Declaration Format (Annexure-L)
- General Terms And Conditions Of Reverse Auction (Annexure-M)

3. The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for **Tender No. CDC TE 346 R02** " should reach us in a sealed cover on or before **04-Jul-2014** (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address :-  
CISF Control Room/Office  
Administrative Building  
BHEL, Jhansi-284120

**Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.



**NOTE :** TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.

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## **NOTICE FOR INVITING TENDER**

### **Annexure-A**

1. SCOPE OF WORK: Service Contract for 'Office work & miscellaneous services' in CDC Department (BHEL Jhansi).
2. Tender Evaluation Criteria : As Per Annexure –E
3. Duration of the Contract : One year from the date of the award of the contract
4. Other specific requirements : As per tender.
- 5 Last date of receipt of the Tender : **04-Jul-2014 on 13.15 hours or before**
6. Date of opening of Techno Commercial Bid : **04-Jul-2014 on 14.00 hours**
7. Address for receipt/issue of tender Documents : Addl General Manager (CDC)  
CISF Control Room/Office  
Administrative Building  
BHEL, Jhansi-284120
8. **EARNEST MOMENT DEPOSIT (EMD)** : Rs 1,00,000 /- (One Lakh only)

(EMD shall be paid in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi and copy of receipt to be enclosed with Technical bid

OR

One time EMD of Rs. 2 Lakhs can also be deposited in above form and copy of receipt may be enclosed along with tender form.

In case of successful bidder EMD will be converted and adjusted against the security deposit on request of bidder, however conversion from EMD to Security Deposit, Stamp Duty will have to be paid as per relevant clause in this document.

In case of others the EMD shall be returned normally within 15 days of acceptance of award of work by the successful bidder).

9. **COST OF TENDER DOCUMENT** : Rs 500/- + VAT (as applicable, current rate 14%)

(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of "BHEL, Jhansi" along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid )



**10. SECURITY DEPOSIT**

1.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

Upto Rs 10 Lakhs	10%
Above Rs 10 Lakhs & upto Rs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above 50 Lakhs	Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

1.2. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
- h) The Performance Security Deposit shall not carry any interest.



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1.3. Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Applicable	Duty
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000	
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000	
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-	

**NOTE :**

1. The Contractors May Physically Visit The Work Place Before Quoting Their Rates.
2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE “www.bhel.com” & “www.bheljhs.co.in”

**I/ we agree with the above  
Signature of Contractor with Seal**

**Executive In charge**



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**ANNEXURE -B**

**WORK SPECIFICATIONS**

**OFFICE SUPPORT FUNCTION IN CDC DEPARTMENT**

We require persons to be deputed in CDC department for Office support function like data punching, making photo copy, printing dispatch documents, dak distribution, cleaning table/chairs, serving tea etc  
Detail of the activities to be done is as follows:

SL	DESCRIPTION OF WORK	UNIT	QTY
1	TYPING of approvals, tender document, letters etc)	Nos.	100000
2	Miscellaneous work like Issue of gate passes, verification of material recd / loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	Nos.	2448939
3	Data Punching & Checking (in DAN & Packing section)	Nos.	2300000
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	Nos.	100000
5	Making Photocopy	Nos. of copies	160000
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	Nos. of pages	50000
7	CLEANING (Table, chair, telephone, doors, windows, computers)	Nos.	100000
8	SERVING (Water, tea, coffee etc.)	Nos.	10000
9	Making set of dispatch documents	Nos.	15000

I/we agree with the above

Signature of contractor with seal



**ANNEXURE -C**

**QUALIFYING REQUIREMENTS**

1. Should have independent ESI Code Number.
2. Should have PAN/TAN Number
3. Should have Service Tax Number (PAN Based)
4. Should have VAT/TIN No. if material is supplied /consumed.
5. Should have independent ESI Code number.
6. Self declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL”. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure -L
7. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno-commercial bid at Annexure-I
8. **EXPERIENCE :-**
  - a. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2013 should be at least Rs. 10.20 Lakhs. Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.
  - b. EXPERIENCE of having successfully completed / partially completed similar work during last 7 years upto 31<sup>st</sup> Mar 2014 should be either of the following:-
    - i. Three similar works each costing not less than the amount equal to Rs.13.60 Lakhs Or
    - ii. Two similar works each costing not less than the amount equal to Rs.17.00 Lakhs Or
    - iii. One similar work costing not less than the amount equal to Rs.27.20 Lakhs
9. Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

**I/We agree with above  
Signature Of contractor with seal**

**Executive In-charge**





**ANNEXURE -D**

**INSTRUCTION TO BIDDER**

**1. Above tender is two bid System (Technical /Commercial Bid & Price / Rate bid)**

The tender is to be processed in two parts viz. 1) Technical and Commercial bid 2) and Price/rate bid.

- a. **TECHNO-COMMERCIAL BID :-** The technical bid Application (Annexure – I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements ) must be submitted in one sealed envelope super scribed as **"Tender for Service Contract for 'Office work & miscellaneous services' in CDC department inside BHEL - TECHNO-COMMERCIAL BID"**. EMD/ Cost of tender documents or Documents required as per qualifying requirements must be enclosed.
  - b. **PRICE BID :-** The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as **"Service Contract for 'Office work & miscellaneous services' in CDC department inside BHEL –PRICE BID"**. Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical bid only. The price bid envelope should contain the rates only. Offer not in line with the above procedure or quoted in any other format is liable to be rejected /by passed.
2. Both the technical bid and price bid sealed envelope must be again sent in a single envelope duly sealed and super scribed as **"Service Contract for 'Office work & miscellaneous services' in CDC department inside BHEL"**, Tender No. CDC TE 346 R02 and Due date of opening. The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of bidder.
  3. All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidder's / clients place by authorized officials ,price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted , in advance for witnessing the Price Bid opening.
  4. All entries in the tender documents should be in one ink, corrections, over writing, cuttings etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidder before submission.
  5. The price / rate should be quoted in figure as well as in words. Price quoted shall be inclusive of all taxes & duties, all statutory requirement/ liabilities like PF/ESI/Bonus/Min. wages etc. However Service Tax shall be payable extra as applicable.
  6. The contract shall commence on the date as applicable against the contract and shall be valid as for one year. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions
  7. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.

**I/We agree with above**

**Signature Of contractor with seal**

**Executive In-charge**



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**ANNEXURE-E**

**TENDER EVALUATION CRITERIA**

The Evaluation of the tender will be carried out as follows:

1. The bidders meeting qualifying requirements as given in Annexure 'C' shall be evaluated.
2. The BHEL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.
3. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations etc.
4. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
5. The contractor shall be awarded the work on overall L-1 basis.
6. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure "K"

**I/We agree with the above  
Signature of Contractor with Seal**

**Executive In-charge**



**ANNEXURE-F**

**CONTRACTORS OBLIGATIONS**

**A) CONTRACTUAL**

**Towards selection, control and supervision of employees**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc.**
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission**.
- g) Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- h) 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.

- i) The contractor has to provide to his workers uniform ( lower dark blue & upper light blue,) shoes, helmet & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.
- j) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- k) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required.**
- l) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.

**B) Towards supply of tools, tackles and materials**

- a) Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, helmet, and personal protective equipment & maintain the same at their own cost.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments inside factory otherwise deduction @ of 5% will be done from the corresponding months bills.

**C) Towards statutory liability**

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the



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authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

- d) Contractor to obtain license under the provisions of CL(R&A) Act.

**D) Towards Finance**

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid

**I/We agree with the above  
Signature of Contractor with Seal**

**Executive In-charge**



**ANNEXURE-G**

**GENERAL TERMS & CONDITION FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE/ WORKS CONTRACT.**

Service contract shall be awarded for the works on the following terms and conditions.

**LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.1. Contractor should possess Labour license in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.2. The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.3. In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.
- 1.4. Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.5. The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.6. After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.7. The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.8. The contractor must possess Service Tax Registration number under relevant code head.
- 1.9. The contractor should possess VAT/TIN Number if material is supplied /consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.10. **Stamp Duty:** Contractor should deposit stamp duty on security deposit as per UP Stamp act before start of the contract.



2.0 **APPOINTMENT AND ENTRY IN FACTORY PREMISES:**

- 2.1 The contractor shall submit the following to HR, contracting department and CISF
- (a) The details of the worker proposed to be deployed in Annexure-I.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
  - (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as ***annexure III***.

**BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES**

- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 123.08 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.
- 3.2 The contractor shall submit bills to the contracting department on 8<sup>th</sup> of each month.
- 3.3 The contractor's bills should be accompanied with the following.
- a. The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
  - b. Copy of Measurement Book entries/Statement of work done by the Contractor
  - c. Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
  - d. PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
  - e. Wage payment sheet for the bill period as per annexure IV.
  - f. Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.



- g. Copy of Form 12A-regarding PF remittance
  - h. List of CL covered under accident insurance policy
  - i. Statement of material supplied by the contractor if any
  - j. Copy of Labour License if increase in no. of labours deployed against Work Order if applicable.
  - k. Copy of Challan of previous service tax paid
  - l. Proof of Personal Accident Insurance Policy along with bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking , along with requisite documents the bill in original and Service Tax Challan & as in para 3.3 above and forward them to Finance through HR department latest by on or before 9th Day of the following month
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc. will forward the bill along with requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 3.8 The contractor shall make payment to the own labours /contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- 3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in Para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.





4.0 **PROVIDENT FUND**

- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- 4.3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

4.6 **PF CONTRIBUTION :**

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid (Coverage Rs.6500/- on Employee's/ Employers Contribution)	PF Contribution	3.67%
	Insp / Admn Charges	1.10%
	Admn / Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	<u>0.50%</u>
	Total	<u>13.61%</u>

- 4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

5.0 **EMPLOYEES STATE INSURANCE**

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 5.3 The contractor shall facilitate collection of issued ESI cards by his worker.



**5.4 ESI CONTRIBUTION :-**

Employee's Contribution  
1.75% of gross wages

Employer Contribution  
4.75% of gross wages

5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

- (a) Form XII - Register of contractors (Rule 74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii))
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

5.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

**6.0 BONUS**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

**7.0 DISCIPLINE**

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.



**8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-**

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

**9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION**

9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

**10.0 OTHER GENERAL TERMS AND CONDITIONS:-**

**10.1 LEGAL COMPLIANCE**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.



- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- Completion of work, certification of payment of minimum wages and distribution of Uniform & other safety items to contract labours from contracting department.
  - Certificate of compliance of labour laws from HR department.
  - Certificate of payment of Bonus by Contracting and HR Department
  - No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
  - In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

#### **11.0 RISK & COST / PENALTY**

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

#### **12.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

Accept / Reject any or all tender fully or partly without valid reasons.



### **12.1 CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

### **12.2 (A) TERMINATION**

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

### **12.2 (B) SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

### **12.3 JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

### **12.4 ARBITRATION:-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

**I/We agree with the above  
Signature of Contractor with Seal**

**Executive In-charge**



P &amp; D

**गेट पास आवेदन प्रपत्र****ANNEXURE-I (II)**

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठेकेदार का नाम .....
2. कार्य का स्वरूप .....
3. कार्य आदेश सं./दिनांक .....
4. कार्य आदेश अवधि .....
5. कार्य स्थल (विभाग) .....
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा .....
7. कर्मचारी की ड्यूटी का समय .....

**संविदा श्रमिक का व्यक्तिगत विवरण**

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....  
 पिता का नाम..... पहचान चिन्ह.....  
 स्थाई पता..... वर्तमान पता.....

संविदा श्रमिक का  
हस्ताक्षर युक्त फोटो  
(ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....  
 भविष्य निधि खाता संख्या.....कर्मचारी रा बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

**के० ओ० सु० ब० द्वारा भरने के लिए**

पासों के विचाराधीन रहने तक.....से.....तक श्री.....  
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।  
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/  
 तीन के पश्चात 25 तारीख को के० ओ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेंट के० ओ० सु० ब० इकाई  
बी० एच० ई० एल० झाँसी (उ० प्र०)



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Service Contract

Date: 23/05/2014

Tender Enq No. CDC TE 346 R02

**Annexure II**

**FORM XIV**  
(See Rule 76)  
Employment card

Name and address of Contractor : -----

Nature of work and location of work : -----

Name and address of Establishment in / : -----  
Under which contract is carried on -----

Name and address of Principal : -----  
Employer

1. Name of the workmen :  
.....

2. Serial no. in the register of workmen Employed :  
.....

3. Nature of Employment/ designation :  
.....

4. Wage rate with particulars of unit in case of piece – work :  
.....

5. Wage period :  
.....

6. Tenure of employment :  
.....

Remarks

Signature of contractor







Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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Date: 23/05/2014

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**Annexure IV**

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_ 20\_\_\_\_

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												

SIGNATURE OF THE CONTRACTOR



**ANNEXURE -H**

**MEASUREMENT OF WORK AND PAYMENTS THEREOF**

1. The designated officer of the Unit will periodically inspect the data punching and miscellaneous services being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following:-

SL NO.	DESCRIPTION OF LOADING	UNIT	QTY
1	TYPING of approvals, tender document, letters etc)	No.	100000
2	Miscellaneous work like Issue of gate passes, verification of material recd / loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	No.	2448939
3	Data Punching & Checking (in DAN & Packing section)	No.	2300000
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	No.	100000
5	Making Photocopy	No. of copies	160000
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	No. of pages	50000
7	CLEANING (Table, chair, telephone, doors, windows, computers)	No.	100000
8	SERVING (Water, tea, coffee etc.)	No.	10000
9	Making set of dispatch documents	No.	15000

3. Payment will be made to the contractor on the basis of work carried out by him on a monthly basis.
4. All payments will be subject to deduction of income tax at source as per Income tax as per the applicable rules.
5. Measurement book to be maintained for the work carried out monthly to be certified by the contractor's representative and BHEL official nominated for the same.

**I/we agree with the above**  
**Signature of contractor with seal**

**Executive In-charge**



**ANNEXURE -I**

**PERFORMA FOR SUBMITTING TECHNICAL BID FOR 'Material Handling**  
(Service Contract for 'Office work & miscellaneous services' in CDC department inside BHEL)

**(A) ESSENTIAL DOCUMENTS REQUIRED**

1. Name of the firm : \_\_\_\_\_  
(Documents as per clause 12 of annexure C to be attached)
2. Name of the Proprietor : \_\_\_\_\_
3. Address and Contact Numbers : \_\_\_\_\_
4. ESI Code Number : \_\_\_\_\_  
Copy of the ESI Certificate Enclosed / Not Enclosed
5. PAN/TAN Number : \_\_\_\_\_
6. Service Tax Number(PAN Based) : \_\_\_\_\_
7. VAT/TIN Number : \_\_\_\_\_  
Copy of Certificate Enclosed / Not Enclosed  
(To be submitted only in case where material transaction is involved)
8. Audited financial statement/CA Certificate as per tender :  
Enclosed / Not Enclosed
9. Experience Certificate : Enclosed / Not Enclosed  
(Along with copy of work orders)
10. No. of Workers including Supervisors : \_\_\_\_\_  
on the rolls of the firm
10. Earnest Money Deposit : Rs. \_\_\_\_\_  
a) D.D. Number & Date : \_\_\_\_\_ Date \_\_\_\_\_  
b) Drawn on (Bank) : \_\_\_\_\_
12. Any other relevant information : \_\_\_\_\_
13. Tender Cost :Rs. \_\_\_\_\_  
D.D. No. /Receipt No : \_\_\_\_\_



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14. Validity of offer : \_\_\_\_\_

(At least 90 days from the date of tender Opening.)

15. Blank Price bid format : Enclosed/Not Enclosed

**(B) DESIRABLE:**

1. PF Code Number: : \_\_\_\_\_

Copy of the PF Certificate : Enclosed / Not Enclosed

2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed

3. Acceptance of Reverse Auction : Accepted / Not accepted

**We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.**

Signature with Name  
& Office Seal

Date:

NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

I/We agree with the above  
Signature of Contractor with Seal

Executive In-charge



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Service Contract

Date: 23/05/2014

Tender Enq No. CDC TE 346 R02

**ANNEXURE –J (a)**

**PRICE BID FORMAT**  
(To be submitted along with Techno- Commercial)

**Detail of work:** (Service Contract for ‘Office work & miscellaneous services’ in CDC department inside BHEL)

- 1 Name of the Firms :
- 2 Name of the Proprietor/ partners :
- 3 Address & Contact nos. :
- 4 Price offer on work measurement basis :

SL NO.	DESCRIPTION OF WORK	UNIT	Annual QTY	Rate quoted Rs.	Total Value Rs. (C x D)
	A	B	C	D	E
1	TYPING of approvals, tender document, letters etc)	No.	100000		
2	Miscellaneous work like Issue of gate passes, verification of material recd / Loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	No.	2448939		
3	Data Punching & Checking (in DAN & Packing section)	No.	2300000		
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	No.	100000		
5	Making Photocopy	No. of copies	160000		
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	No. of pages	50000		
7	CLEANING (Table, chair, telephone, doors, windows, computers)	No.	100000		
8	SERVING (Water, tea, coffee etc.)	No.	10000		
9	Making set of dispatch documents	No.	15000		
<b>TOTAL</b>					

Service tax will be paid extra as applicable

Note: The evaluation of L1 shall be based on Total value of Contract ie Total of Column ‘E’.

Signature of Contractor



**ANNEXURE – J(b)**

**BASIS OF OFFER**

Sl.	DETAILS	
1	Technological Man Hours required	51000
2	Technological Man Days required (Figure of Sl no. 1 divided by 8)	6375
3 (i)	Minimum wage/day of Appropriate Government as applicable	265.62
3 (ii)	Additional Amount /day	123.08
4	Total of wages per day (Sl.no.3(i) +3(ii))	388.70
5	<b>Total Wages (Sl.no. 2x4)</b>	2477963
6	Provision for extra wages @ 5% of Sl. No. 5	123898
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	148678
8	Contingency @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	7434
9	<b>Total contingency (sl.no.7+8)</b>	156112
10	PF/EDLI/Pension Employer's contribution @ 13.61% on Sl. No.5 & 7 coverage of maximum Rs.6500/- [(Sl.No. 2 x 6500/-) / 310 of 13.61%] x 12	218309
11	ESI Employer's Contribution @ 4.75% (Calculated on Amt. of sl.no. 5,6 & 9)	131004
12	Provision for uniforms, uniform stitching charges, shoes, helmet (Sl.No.2/310 x Rs.1175/-)	24163
13	Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl.No.2/310 x Rs.500/-)	10282
14	Contingency @ 20% of Sl No.13	2056
15	Total (Sl.no.5+6+9+10+11+12+13+14)	3143787
16	Contractors Commission (.....% of total of sl.no.15)	.....
17	Statutory minimum Bonus @ 3500/- (i.e.(3500*Total Man-days at Sl. No.2)/310) for one year	71976
18	<b>Total of Sl. No. (15+16+17)</b>	.....

Service Tax Extra as applicable

Signature of Contractor



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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**Note CONDITIONS FOR PRICE BID (ANNEXURE “J”)**

1. Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope the “bids” are liable to be rejected.
2. All the blank spaces in PRICE BID (Sl.No. D & E of Annexure J(a) and Sl.No.16, 18 of the BASIS OF OFFER ie Annexure J(b)) should be filled by the contractor. If any fixed figure in the PRICE BID FORMAT is changed then the bid shall be summarily by-passed.
3. Party may be asked to justify the commission quoted in the offer (Sl.16 of Annexure J(b))
4. The total value of price bid that is the total of Column E of PRICE BID (Annexure J(a)) should match/tally with figure at Sl.No. 18 of the BASIS OF OFFER (Annexure J (b)) of the price bid. If these two values are different then the offer may be by-passed.
5. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed.
6. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts.

I/we agree with above and all other terms & conditions of the contract.

Date:

Signature & Name of Contractor with seal

Executive In-charge



**ANNEXURE-K**

**Sub: GUIDELINES FOR DEALING WITH “DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID**

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) 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.
- (b) 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
- (c) 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
- (d) 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.





Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Service Contract

Date: 23/05/2014

Tender Enq No. CDC TE 346 R02

**ANNEXURE-L**

(Self Declaration format to be made on company's' letter head)

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that our firm is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

(Signature of Authorized Signatory)



**ANNEXURE 'M'**

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING (through a service provider). The philosophy followed for reverse auction shall be English Reverse (NO ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction Procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. 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*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.