



BHARAT HEAVY ELECTRICAL LIMITED
ELECTRICAL MACHINES REPAIR PLANT
MUMBAI

NOTICE INVITING TENDER

NIT No. BHEL/EMRP/HR/19-20/T-02

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Providing Data Entry Services in our office premises.
Earnest Money	Rs. 1,29,667.00 in the form of Pay order/D.D. drawn in favour of "BHEL" to be enclosed with techno-commercial bid
Last date & time for issue of tender documents	06.05.2019 up to 1600 hours
Due date & time of bid submission	On or before 08.05.2019 up to 1430 Hrs
Due date & time of bid opening	08.05.2019, 1500 Hrs onward

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. The penalty if any shall be as per clause no. 7.9 of the NIT document.
5. The offers of the bidders who are on the banned list shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
6. MSME/NSIC registered vendor can avail the indented benefits only if they submit proper documents (registration certificate) with due validity as on date of opening of tender.
7. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

3131381
16.04.19

Sr. Manager (HR,Civil&MM)
Phone no.: 022- 2835 8701

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders for providing Data Entry Services in our factory premises for an initial period of Two years.

1. Scope of Work:

To provide services for Data Entry by deploying manpower with required skill. Total requirement is for 21 Nos. of Data Entry Operators. **Out of this total requirement, 11 Nos. shall be deployed at our office in Andheri and 10 Nos. at ROD Office in Cuffe Parade.**

The minimum quantum of work per operator per month would be approximately as follows –

1. Data Entry -

In computers	: 500 Records
In Registers	: 375 Records
In Documents/Forms/Performa	: 250 Records

2. Typing -

Letters / Notes	: 75 Nos.
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3. Filing / Retrieving of Documents : 500 Records

4. Mailing / Dispatch / Forwarding Notes : 375 Records

5. Preparation / Verification of Statements / Checklist / Reports : 100 Records

Note:

1. No. of Data Entry Operators may increase or decrease from time to time with prior intimation.
2. Abovementioned quantum of work is only indicative and actual quantum per month may vary from operator to operator. However, the monthly payment per operator will be in line with prevailing minimum wage rates.

2. Pre- Qualification Criteria -

2.1 The bidder should have experience of successfully completed works for providing such or similar kind of job/services involving supply of manpower services of various categories at leading PSU / State Govt./Central Govt./Reputed Companies/Firms during last 7 years ending on 31/03/2019 for either of the following values –

2.1.1 Three works each valuing not less than Rs. 26.00 Lacs.

Or

2.1.2 Two works each valuing not less than Rs. 32.50 Lacs.

Or

2.1.3 One work valuing not less than Rs. 52.00 Lacs.

2.2 The bidder should have an average annual financial turnover of not less than Rs.20.00 Lacs during last three financial years ending on 31/03/2018.

Note:

- i) Above mentioned criteria should be met by the bidder himself OR by his principals and not by any associate bidder.
- ii) Necessary documents like Work Orders with completion certificates and Audited Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.

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- 3. Pre-bid Meeting:** Pre-bid meeting for techno-commercial clarifications if any shall be held in the office of the undersigned on 30.04.2019 at 14:00 hours.
- 4. Earnest Money:**
The bidders have to submit interest free EMD along with Techno-commercial Bid for Rs. 1,29,667.00 in the form of Demand Draft / Pay Order drawn Bankers Cheque in favour of **BHEL**. The same can also be deposited through EFT for which our Bank Details are enclosed. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.
- 4.1.1** EMD of successful tenderer will be retained as part of Security Deposit.
- 4.1.2** EMD of all unsuccessful tenderer, shall be refunded normally within 15 days of award of work.
- 4.1.3** EMD by the tenderer will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period of 90 days, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.
- 4.1.4** EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers / contractors" and forfeited/released based on the action as determined under these guidelines.

5. PROCEDURE FOR SUBMISSION OF BIDS.

Vendors shall submit their sealed offers in Two Part Bid system i.e. Part "A" Techno -Commercial Bid and Part "B" Price Bid. The Techno-Commercial Bid (Part "A" shall consist of two envelopes viz Envelop 1 for EMD and Envelop 2 for rest of the documents. Price Bid (Part "B") shall be kept in a separate Envelop. All these three envelopes duly sealed and marked with envelop no., NIT No. with due date and subject should be kept in a large cover by marking as Envelop 4 with all aforesaid details on top of the cover.

On opening of this large cover of the bidder, if EMD is found in order then only the techno-commercial bid shall be opened.

The Bid is required to be submitted in tender box at **BHEL EMRP, Plot No. D-1, MIDC, ANDHERI (E), MUMBAI 400093** on or before due date and time.

Part "A" Techno-Commercial Bid:

The following documents are to be submitted along with Techno- commercial bid -

1. No Deviation Certificate as per Annexure "A".
2. Certificate for over writing / Erasures / Corrections as per Annexure "B".
3. Declaration by the bidder as per Annexure "C".
4. Check List duly filled in as per Annexure "D".
5. Earnest money deposit in the form of pay order/Demand Draft/RTGS/NEFT.
(Bank Details are enclosed separately)
6. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.
7. Copy of PAN Number
8. Copy of GST Registration Certificate.
9. Documents in support of type of firm.
10. **Copy of Un-priced Price Bid duly marked as "QUOTED" against all the items with conditions if any.**

Part "B" Price Bid:

Bidder shall submit price bid in a separate sealed cover duly filled in as per Price Schedule enclosed with the NIT.

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6. GENERAL TERMS AND CONDITIONS

- 6.1** BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- 6.2** Any variance observed in Un-priced "Price Bid" duly submitted along with the Part "A" Techno-commercial Bid and Part "B" Price Bid duly filled in, then details furnished in Techno-commercial Bid shall only be valid and binding on the bidder. No subsequent deviation on this account shall be acceptable in Price Bid.
- 6.3** Bids will be opened in front of the bidder or their authorized representative who wish to be present on the due date.
- 6.4** Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and may be rejected summarily and price bid of such bidder shall not be opened.
- 6.5** Price bid of only those bidders shall be opened who qualifies in Part "A" Techno-commercial bid with due intimation to them by Email /Telephone.
- 6.6** To decide the successful bidder, the price bid evaluation criterion, given in NIT clause 7.7 will be followed.
- 6.7** Corrections / Erasures / Overwriting, should be avoided. If any happens, the same should be certified by the bidder's authorized signatory in the enclosed format.
- 6.8** The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving 30 days notice of their intention to do so in writing to the contractor for which he shall not be entitled to any compensation by reason of such termination.
- 6.9** Our present working hours are from 8.00 a.m. to 4.30 p.m. These timings are liable to alteration without any notice. Contractor will be required to provide the service in the above said working hours. Persons to be deployed by the contractor are subject to Security checks by our security staff.
- 6.10** Contractor employees should wear neat and clean uniform duly provided by the contractor and should not loiter or wander in the office/factory area or elsewhere without work.
- 6.11** The personnel deployed by contractor for services in BHEL should be fit and free from any diseases. Contractor shall submit a medical certificate from a registered practicing doctor in respect of all persons to be deputed to BHEL.
- 6.12** **Arbitration:** In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force. The place of arbitration shall be at Mumbai only. The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings

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6.13 BHEL reserve its right to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;

- a) Insolvency of the party
- b) The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
- c) The liquidation, whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
- d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co-operative society.
- e) If any partner of your firm or any member of your co-operative society shall be convicted of any criminal offence.
- f) If you, either by yourself or by your servants commit or suffer to be committed any act which in the opinion of the company found against the established rules and regulations then the company reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.

6.15 Offer Validity: The offer should be valid for a period of 90 days from the date of opening of (Part-A) techno-commercial bid.

6.16 REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN PAST -
The bid of the contractor may be rejected due to unsatisfactory performance in the past at any of the BHEL units.

7. COMMERCIAL TERMS AND CONDITIONS:

7.1 Price: Price should be quoted exclusively as per Price Schedule Format of the NIT including all taxes & duties but excluding GST which shall be paid extra at actual. **The price must be quoted separately against each of the item/activity indicated in Price Schedule considering following minimum monthly expenses per operator to be incurred -**

Sr. No.	Heading	Amount In Rs.	Remark
1	Minimum Basic Pay	7800	Prevailing applicable to the class of Industries/ Engineering under Zone 1 as per State Government Notification.
2	Special Allowance	3724	
3	Additional Fix Pay by BHEL	4100	Prevailing as fixed by BHEL
4	Provident Fund Contribution	2126.43	13.61% of 1+2+3 above
5	ESIC Contribution	742.14	4.75% of 1+2+3 above
6	HRA	576.20	5% of 1 above
7	Bonus	1301.48	8.33% of 1+2+3 above
8	Labour Welfare Fund	6	Prevailing as per State Govt. Notification.
	Total	20376.25	

NOTE: Besides above said minimum expenses the contractor has to consider their overhead cost towards cost of uniforms, Group Personal Insurance and other miscellaneous cost which are not reimbursable by BHEL.

The price quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance) and no extra payment will be reimbursed to the contractor by BHEL. **Any variation occurred in prescribed Minimum Wages (Basic Pay and Special Allowance) during the period of contract, the same shall be absorbed by the contractor.** However, if any increase or decrease in Additional Fix

Pay of BHEL happen during the currency of the contract, the same shall be implemented. **It may however be noted that the service charge component of the contractor shall remain unaltered for such variations.**

- 7.2 Taxes & Duties:** The quoted price shall be exclusive of GST as may be applicable on date of submission of offer. However if any new taxes & duties are introduced or any variation occurred in existing rate of GST subsequent to bid submission and during the currency of the contract including its extension if any, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the completion schedule is extended for the reasons attributable to the contractor, no such variation shall be admissible.

Successful contractor has to file their GST return by the statutory date. In case, any Services/purchase of BHEL is not appearing in the return of the vendor and/or if any loss incurred by BHEL due to non-compliance / delay in compliance by the contractor as per GST Act, BHEL reserves the right to recover the money including interest penalty if any or retain payment of the contractor till all compliances are made. Copy of returns to be submitted along with the statement showing inclusion of BHEL payment with subsequent monthly bills.

- 7.3 TDS:** TDS as per prescribed rates will be deducted at the sources while making the payment and certificate will be issue at the end of the financial year.

7.4 Security Deposit:

Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- 7.4.1 Modes of deposit of Security Money:** The required amount of SD after adjustment of EMD can be deposited in either of the following forms –

- Local cheques of scheduled banks/Pay Order/DD duly drawn in favour of **BHEL** subject to realization or through EFT.
 - Bank Guarantee from scheduled banks on duly approved format.
 - Fixed Deposit Receipt issued by Scheduled banks. (FDR should be in the name of the contractor a/c BHEL).
 - Securities available from Indian Post Office such as National Savings Certificates, Kisan Vikas PATras etc. eld in the name of the contractor and should be duly endorsed/hypothecated/pledged in favour of BHEL.
- (Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any matter connected therewith).

7.4.2 Collection of Security:

- At least 50% of the required Security Deposit (SD) including EMD should be deposited before start of work. Balance money of SD shall be collected by deducting 10% of the gross amount progressively from each of the running bills till total amount of required SD 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 SD shall be immediately deposited by the contractor or recovered from payments due to the contractor.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

7.5 Payment Terms:

- 7.5.1 The contractor shall be required to raise monthly invoice in Duplicate for the services rendered. The invoice is to be raised explicitly according to the agreed rates and submit the same along with copies of receipt/challan for payment made towards Statutory Dues like PF, ESIC and applicable GST etc. for the previous month. The On line return duly filed by contractor in respect of GST should be visible on GSTN Portal.
- 7.5.2 Bills complete with necessary documents for the calendar month should be submitted 10th date of next month and the payment to the contractor shall be released normally within 30 working days from the date of submission of bill.
- 7.5.3 Necessary deductions towards Security Deposit, Income Tax and any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable shall be effected from due payment.
- 7.5.4 Payment will be made by NEFT/ECS/RTGS. For availing this facility the contractor shall be required to submit their Bank Account Details in desired format.
- 7.5.5 **Any deviation in payment terms shall not be accepted.**
- 7.5.6 In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening).

- 7.6 Duration of the Contract:** The period of this rate contract will be initially for one year (12 Months) from the date mentioned in work order subject to the satisfactory performance during the trial period of initial six months.

The validity of the contract may also be extended for another period of 12 months on mutual consent basis.

If the services of the contractor are found unsatisfactory in between the trial period or contract period then BHEL reserve the right to terminate the contract at its discretion by giving one month notice and forfeit the Security deposit.

- 7.7 Bid Evaluation Criteria:** Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked by BHEL.

Prices quoted against different items of work of price schedules shall be combined to arrive at the total price. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

Total price (Landed Cost to BHEL) inclusive of taxes shall be compared for the purpose of arriving at L-1.

Work is indivisible in nature and shall be awarded to a single party.

7.8 REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed price submitted by the bidder. This will be decided after techno-commercial

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evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in rejection of their offer.

In case BHEL decides to go for Reverse Auction, The same shall be conducted through an agency appointed by BHEL. The said agency shall facilitate to all eligible bidders to take part in Reverse Auction.

Bidders are requested to refer to **the General Terms & Conditions of Reverse Auction (Annexure – "E")** enclosed along with tender enquiry.

- 7.9** Company will provide the subsidized food, snacks and tea to the contractor's employee deployed at BHEL EMRP and Rs. 150/- per month (subject to revision) per employee will be deducted from the monthly bill of the contractor. Also, mandatory security gate passes will be issued to operators at Rs 125/- each.

7.10 Penalty:

Liquidated damages/ penalty: A liquidated damage/ penalty per day may be imposed on the contractor, for not providing services as per contract. Liquidated Damages/ Penalty will be levied as bellow:

- a) Every operator will be allowed one paid leave for 20 working days in a month. These leave will not be allowed for accumulation. In case of other absences, proportionate amount per day will be deducted from the monthly payment to the contractor. For this purpose 26 working days in a month shall be considered.
- b) In case of continuous absence of data entry operator for more than 3 days without any written information BHEL reserves the right to deploy the personnel through alternate sources at risk and cost of the contractor and recover the actual expenses so incurred including BHEL over heads from the due payments to the contractor.
- c) The total penalty amount shall not exceed 10% of the contract value. However in case the total penalty amount exceeds the said permissible limit then BHEL reserves the right to cancel the contract and forfeit the Security Money.

- 7.11** The contractor shall be liable to make arrangement for additional manpower for meeting work related exigencies as per the requirement of BHEL, and the compensation for that shall be made on pro-rata basis at prevailing rates from time to time.

- 7.12** Any loss to the company caused by the persons deployed by the contractor during the course of work in the factory shall be compensated by the contractor and company reserves its right to recover value through the bills payable to the contractor every month.

7.13 INSURANCE:

- 7.13.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. Proof of payment may be called for whenever required.

- 7.13.2 If due to negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

- 7.14 Risk Purchase:** in case contractor fails to adhere to the agreed schedule for completion of work or fails to comply with the terms & conditions of the contract, BHEL reserves the right to source such remaining work/services from any other agency at the risk and cost of the contractor. The cost of such work/services along with 25% over head charges shall be recovered from the due payments to

contractor in any of the BHEL Unit. In event of no amount being out standing from BHEL, the contractor shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk and purchase clause from BHEL shall be final and binding.

7.15 FORCE MAJEURE:

- The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

8. SPECIAL TERMS and CONDITIONS:

- 8.1** The personnel deputed to BHEL shall be the employee of the contractor and their names must appear in muster roll of the contractor. They should be issued a proper letter of appointment and Identity card.
- 8.2 Uniform:** Each operator will be provided with 2 sets of Uniform at the beginning of the contract for which the expenditure is to be borne solely by the contractor. The Color and pattern of the Uniform may be as per prevailing in contractor's works or to be approved by BHEL.
- 8.3** The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site both to persons and property of BHEL. BHEL shall not be responsible for any cost & consequences resulting from non-compliance of safety measures. Contractor shall indemnify the BHEL against any such dereliction / penal action.
- 8.4** The contractor shall be responsible for and pay for the expenses for providing medical treatment to their workmen who may suffer body injuries/ loss of life during the course of their work, while carrying their contractual obligations as a result of any accident within the company premise. Any loss to company property arising out of accidents occurring due to contractors or his employee negligence shall be recovered from contractor.
- 8.5** The contractor shall not be authorized to sub-let the services. In case it is found that the services are further sub-letted, then, the contract will be terminated immediately and SD will be forfeited.
- 8.6** The Contractor shall be solely responsible to comply with all statutory rules and regulations prevailing in the State of Maharashtra for carrying out activities under scope of work and absolve BHEL for any legal action taken by the Statutory Authority for non-compliance of the same.
- 8.7** The contractor should ensure that the dues to the government on account of applicable taxes, ESIC, PF and other related contributions at prescribed rates as applicable under the relevant Labour Laws are paid regularly. The company will in no way be responsible for any failure on the contractor's part in this regard. All records as necessary under any statute as applicable will also be maintained and produced as and when demanded by authorities. Disputes if any, arising in this regard shall be brought to the notice of management and decision of Head EMRP

will be final and shall be complied by the contractor in all respects. Proof of payment for previous month in respect of such contribution like PF, ESIC, Applicable taxes will be submitted along with the next wage bill by the contractor.

8.8 On placement of order, the contractor shall execute a contract agreement on Non Judicial Stamp Paper of appropriate value.

8.9 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

For Bharat Heavy Electricals Ltd.

Sr Manager(HR,Civil&MM)

Annexure - "A"

Certificate of No Deviation

This is to certify that I/we have read and understood the terms and conditions mentioned in the NIT Ref no.: - BHEL/EMRP/HR/19-20/T-02 Dated 16/04/2019 and I/we hereby agree to all terms and conditions without any deviations. I/we have submitted the price bid in sealed condition. I/we have quoted for all items mentioned in price bid.

Authorized signatory of Bidder with seal

ANNEXURE – “B”

Certificate for Over Writing /Erasures/Corrections

(Please do not sign this certificate if there is no Overwriting/Erasures/Corrections)

This is to certify that I/we have read and understood the terms and conditions mentioned in the NIT Ref no.: - BHEL/EMRP/HR/19-20/T-02 Dated 16/04/2019 and the Corrections / Overwriting / Erasures have been noted and the same is endorsed & signed by me.

Authorized signatory of Bidder with seal

ANNEXURE - "C"

DECLARATION BY THE BIDDER

I , ----- , aged-----Yrs., S/o -----
-----,
residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is
Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in
Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under
investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for
executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm
or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the
company directors / partners of my firm have been found guilty of offences involving
moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the
tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical
and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be
employed against this tender and arrange for police verification(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations as mentioned
in the tender.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory Regulations
mentioned in the NIT and price bid before quoting my price bid.

Authorized signatory of Bidder with seal

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ANNEXURE – “D”

CHECKLIST OF ESSENTIAL CRITERIA FOR TECHNO – COMMERCIAL ACCEPTANCE OF BID			
01.	No deviation certificate on bidder's letter head as per Annexure – “A”	Enclosed / Not enclosed	
02.	Certificate for Over Writing / Erasures / Corrections on bidder's letter head as per Annexure – “B”.	Enclosed / Not enclosed	
03.	Declaration as per Annexure – “C”	Enclosed / Not enclosed	
04.	Whether the firm is a registered establishment	Yes / No	
	If Yes, (i) Particulars of the Certificate and the name of the Issuing Authority (Copy of the certificate to be enclosed)	Enclosed / Not enclosed	
06.	Is the Firm registered under PF and ESIC Act. If Yes , Xerox Copy should be enclosed	Yes / No	
	If No , Have you covered your employees under Insurance Scheme as per NIT. (Xerox Copy should be enclosed)	Yes / No	
07.	Type of Firm (please tick & fill the details)		
Sl. No.	Type	Name & Address of Firm	Income Tax PAN
i)	Proprietary		
ii)	Partnership		
iii)	Company		
iv)	Others		
	Contact details of Bidder	Email id: Phone/ Mobile No:	
08.	GST Registration No. (Copy to be enclosed)	Yes / No	
09.	Experience detail. Please enclose copies of work order. Additional sheets may be used if required.		
	Name of Organization to whom services are provided (May use extra page to give details)	Value	Year
10.	Whether EMD is submitted along with the Technical Bid	Yes / No	
	a) Demand Draft (Fill DD No. and Date)		
	b) Security Deposit Clause as per NIT	Acceptable / Not Acceptable	
11	Participation in Reverse Auction is acceptable.	Yes / No	

Authorized signatory of Bidder with seal

ANNEXURE - "E"

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject service BHEL may resort to **"REVERSE AUCTION PROCEDURE"** i.e. **ON LINE BIDDING ON INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.(minimum four techno-commercial qualified vendor required)
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price bid decrement extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email a scanned copy of the compliance form in the prescribed format (Provided by Service Provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" to enable them to fill in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax/ email a scanned copy of the duly signed filled-in prescribed format as provided on case-to case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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 standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.