



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2015-16/14/020**

**Date: 20.08.2015**

**Sub:** Service contract to carry out production support activities like Grinding, chips removal, de-burring, tube holes cleaning, de-greasing, slag removal, polishing of drilled holes, handling of materials and assistance to operators etc. by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	TOTAL WEIGHT (Approx)	ESTIMATE VALUE Rs.	EMD Rs.	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Service contract to carry out production support activities by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year premises of BHEL - HPVP, Visakhapatnam for a period of one year.	10650 MT	99.30 Lakhs	1,50,000/-	One Year	10.09.2015 up to 13.00 Hrs.

### 1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31<sup>st</sup> March 2014 should be at least 30% of the estimated value. (i.e. Rs.29.79 Lakhs)

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2011-12, 2012-13 & 2013-14) and Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 31st July'2015 as given below:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. Rs.39.72 Lakhs each)

OR

- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. Rs.49.65 Lakhs each)

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. Rs.79.44 Lakhs)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note : Similar work means carrying out of works by deploying manpower.**

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

- IV) Latest solvency certificate (within One year) from the Banker shall be produced.

**2.0 VENDOR SCOPE OF THE WORK :**

- i) The Scope includes carrying out production support activities like Grinding, Chips Removal, Deburring, Tube holes drilling, Degreasing, Slag removal, Polishing of drilled holes, handling of materials and assistance to operators etc. inside production shops by deploying unskilled manpower, Safety appliances like safety shoes, masks, goggles, hand gloves to workmen and Regular Cleaning of the related work area after completion of the work.
- ii) Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in bidder's scope.
- iii) **Calculation will be done @ 0.500 MT per Man-day.**
- iv) Daily workers to be deployed will be decided by Head of the production department based on work load.

**3.0 LOCATION OF WORK :**

The execution of the work is to be carried out inside BHEL - HPVP Production shops.

**4.0 VALIDITY OF THE OFFER :**

The offer shall be valid for a period of **90 days** from the date of opening of Techno-Commercial bid.

**5.0 EARNEST MONEY DEPOSIT**

The tender shall be accompanied with a Demand Draft for Rs. 1,50,000/- (One Lakh Fifty Thousand only) towards EMD drawn in favour of **BHARAT HEAVY ELECTRICALS LIMITED**, payable at Visakhapatnam.

EMD of unsuccessful tenderers shall be returned to them after acceptance of Work Order / FOI by the successful bidder.

**6.0 SECURITY DEPOSIT :**

Security Deposit shall be collected from the successful tenderer as per clause 10 of annexure - I.

**7.0 PAYMENTS TO THE WORKERS:**

Payments to the workers are to be made through bank by the way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with the monthly bill.

**8.0 PAYMENT TERMS:**

Payment will be made after 30 days from submission of monthly bill along with following documents to Outsourcing department.

- a) Invoice
- b) Job completion certificate issued by the Shop in- charges and duly counter signed by Head of the Production department.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of Service Tax payment challan.

**Note:** All payments will be released only through RTGS. Electronic Funds Transfer (EFT) form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.

#### 9.0 **INCOME TAX :**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

#### 10.0 **RISK PURCHASE :**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

#### 11.0 **PRICE SCHEDULE :**

11.1 The prices shall be quoted in the tender format of price schedule attached to the tender for the complete scope of work. **The quoted prices shall be inclusive of all applicable taxes & duties except service tax.** However, Service Tax as applicable shall be paid by contractor and same shall be reimbursed by BHEL on submission of proof of payment.

11.2 The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.

11.3 Tenderer should quote the rates and the amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.

#### 12.0 **REVERSE AUCTION :**

BHEL reserves the right to opt for Reverse Auction at its discretion instead of opening the price bids submitted in sealed envelope and any information regarding the reverse auction shall be decided after technical evaluation and shall be intimated to the bidders at appropriate time. General terms and conditions governing RA are mentioned in the special conditions at **Annexure-IV**. The bidders are requested to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids in case BHEL decides to go for RA.

In case BHEL decides to go for RA, only those bidders who give their acceptance will be allowed to participate in RA and these bidders shall have to necessarily submit 'Online Sealed Bid' in the RA. Non-submission of 'Online Sealed Bid' by the bidder will be considered as tampering of the tendering process and will invite action by BHEL as per extent guidelines in vogue.

#### 13.0 **GENERAL :**

13.1 **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

13.2 Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

13.3 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

13.4 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to Outsourcing department, BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.

13.6 The following documents (enclosed) shall form part of the contract including this NIT.

**PART - I : TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) General Terms and Condition                    | : Annexure – I   |
| b) General Rules and Regulations                  | : Annexure – II  |
| c) Minimum Wages as per Central Labour Department | : Annexure – III |
| d) Terms & Conditions of Reverse Auction          | : Annexure – IV  |
| e) Acceptance to the tender terms & conditions    | : Annexure – V   |
| f) Contractor Information                         | : Annexure – VI  |

**PART - II : PRICE BID**

- |   |                  |
|---|------------------|
| g) Price Bid (Schedule of items and Bill of Quantities) | : Annexure – VII |
|---|------------------|

**14.0 TENDER SUBMISSION :**

14.1 The Bid shall be submitted in two parts.

**Part-I : Techno-Commercial Bid shall be placed in one cover** along with the following documents :

- (i) Earnest Money Deposit @ Rs. 1,50,000/- in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (ii) Income Tax Return Certificate / acknowledgement of the IT Returns for the last 3 years.
- (iii) Copy of P.F. Registration Document.
- (iv) Copy of E.S.I Registration Document.
- (v) Experience Certificates in line with eligibility criteria
- (vi) Copy of Service Tax Registration Document.
- (vii) Solvency Certificate
- (viii) All other applicable documents as detailed in the tender

**Part-II : Price Bid** in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly superscribing the **Tender No. & Subject** on the envelope .

14.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 13.00 Hrs. on 10.09.2015**.

Bidders may also send their offers by Post to “Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012”.

Last date for receipt of tenders is **10.09.2015 up to 13.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

14.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**15.0 OPENING OF TENDERS :**

Techno-commercial Bids will be opened on **10.09.2015 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,



Sr Manager (OS)

**GENERAL TERMS AND CONDITIONS**

Ref: OPS/OS/SC/2015-16/14/020

Date: 20.08.2015

**1) Labour License:**

The contractor shall obtain license from the statutory authority. The competent authority (Licensing authority) for the works relating to the BHEL is the Asst. Labour Commissioner (Central), Visakhapatnam.

- 2) Payments to the workers are to be made through bank by the way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with the monthly bill.
- 3) The contractor shall not employ any anti – social or undesired persons in the contract work and if any such persons are pointed out by BHEL, they shall be removed forthwith.
- 4) The contractor has to normally work in “A” shift 06.00 A.M to 02.30 P.M and “B” Shift 02.30 P.M to 11.00 P.M. However if department has any urgent works the contractor has to detain the workmen for carrying out the jobs during “C” Shift 11.00 P.M to 6.00 A.M on working days and also on Public Holidays and Sundays.

**5) Operation of this contract:**

The contractor should get in touch with the shop Manager / In-Charge for operation of this contract. The monthly Bills will be processed by Outsourcing Dept. based on certificate given by shop Manager/In-charge duly countersigned by Sr. Manager (Prodn).

**6) Contractors scope of work:**

The Scope includes carrying out production support activities like Grinding, Chips Removal, Deburring, Tube holes drilling, Degreasing, Slag removal, Polishing of drilled holes, handling of materials and assistance to operators etc. inside production shops by deploying unskilled manpower, Safety appliances like safety shoes, masks, goggles, hand gloves to workmen and Regular Cleaning of the related work area after completion of the work.

**7) BHEL Scope of Supply:**

Tools like Power compressed air, Hose pipes, emery papers, Cotton waste, Cleaner, Torque wrenches, spanners, Torque mater, Tightening gun, Cora cloth, Vim powder, Shovels, Chip bins, Chipping gun, Chisels etc.

- 8) The Contractor is required to submit his bill once in a month. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI in respect of his labour along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to his labour. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his labour at the end of the contract period.

**9) Earnest money deposit (EMD) :**

The EMD should accompany the tender either in the form of crossed bank draft or bankers pay order payable to M/s. BHEL - HPVP, Visakhapatnam - 530 012. EMD in any other forms will not be accepted. This will be refunded to the unsuccessful bidders normally within 15 days after awarding the work to the successful bidder. In the case of successful bidder this can be reckoned against security deposit. During the course of finalization of tender, if any bidder withdraws his tender or if the successful bidder fails to take up the work, the EMD will be forfeited.

**GENERAL TERMS AND CONDITIONS**

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**10) Security Deposit:**

Security Deposit shall be collected from the successful tenderers the rate of Security Deposit will be follows.

- (i) Upto Rs. 10 Lakhs : 10%
- (ii) Above Rs. 10 Lakhs upto Rs. 50 Lakhs : Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
- (iii) (Above Rs. 50 Lakhs : Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

The security Deposit should be deposited before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms :

- i. Cash (as permissible under the Income Tax Act)
- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii. Security deposit can also be deposited at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be deposited from the running bills.
- viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

- 11) Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract which ever is later.

**12) Return of Items supplied by BHEL:**

The various machines, tools & materials issued to the contractor shall be returned to the company on the completion of the work without any loss or damage subject to normal wear and tear. In case of loss or damage, company shall recover the amount from the contractor bills towards loss or damage caused thereof.

- 13) The contractor shall be responsible for ensuring that security rules and regulations of BHEL are duly respected and adhered to by him and his men in the premises of BHEL Works. The contractor shall surrender the gate passes (for men and vehicles) issue to him on termination of contract.

**14) Termination of contract:**

If the company finds that the contractor is not showing adequate progress of work as per schedules given to him or if the company is not satisfied with the quality of work being done or incase of insolvency etc., the company reserves the right to terminate the contract without assigning any reason whatsoever and the decision of the company shall be final. In addition, to the above the company is entitled to claim damage in respect of any loss consequent to the termination of the contract.

**SIGNATURE OF THE BIDDER WITH STAMP**

**GENERAL RULES AND REGULATIONS**

Ref: OPS/OS/SC/2015-16/14/020

Date: 20.08.2015

1. The contractor shall pay the wages to his labour according to the wages fixed under the Contract Labour Act and as notified by Regional Labour Commissioner (Central) Hyderabad, Government of India from time to time.
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contractor should cover all his labour under **ESI** scheme to provide Medical Facilities and also Insurance to cover accidental benefits as specified in the relevant acts.
4. Contractor should have individual P.F. codes. In the absence of the individual P.F No. the quotations of the contractor will be rejected. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
5. The contractor should pay the amount towards Bonus, Retrenchment Compensation and Encashment of Non-availed Earned Leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
6. The contractor should pay wage in lieu of Non-availed Earned leave benefit to his workmen.
7. The contractor should make his own arrangement for providing **TEA/ BREAKFAST/ MEALS etc.,** to the labour engaged by him and BHEL will not issue any subsidized coupons for this purpose.
8. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right, to check the persons of contractor's employees while coming in and going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
9. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand in that behalf.
10. The contractor shall be responsible to ensure that his employees follow safety regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances to his labourers and shall be solely responsible for the same.
11. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) of the company and GM (HR).
12. The contractor shall not employ Sub-Contractor without the prior approval of the company.
13. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place :-
  - a. Muster Roll
  - b. Muster Roll-Cum Wage Register & Leave wages register.
  - c. Register of Over Time
  - d. Register of Fines
  - e. Register of Advances
  - f. Register of Deductions
  - g. To issue Employment Card to the Workmen
  - h. To issue Wage Slip
  - i. In case of termination of employment, the contractor should issue service certificate.



**GENERAL RULES AND REGULATIONS**

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14. The agreement / contract shall remain in force for a period of **ONE YEAR** unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below
  - (a) If the contractor fails or neglects to tender the said services or any of them to the satisfaction of BHEL or if the contractor commits breach of any of the rules and regulations
  - (b) If the business of the contractor is wound up or dissolved or any receiver is appointed or attachment is levied in respect of any of his properties and assets.
15. The contract can be terminated with **One Month notice** in writing by BHEL without assigning any reason whatsoever.
16. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained, except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
17. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
18. The contractor shall take necessary license in respect of his trade/ business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulations & Abolition) act for engagement of labour.
19. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel or persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees Provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye- laws or rules framed there under or any of them.
- 20. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company.**
21. The contractor shall intimate to the AGM (HR) in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
22. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
23. No wage period shall exceed one month.
24. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.

**GENERAL RULES AND REGULATIONS**

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25. The contractor shall be responsible to follow the various laws applicable to his workers such as Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident Fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.

26. **ARBITRATION:**

Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the ED, BHEL- HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the contract has been received by the ED as aforesaid. It is a term of this contract that no person other than a person appointed by such Executive Director as aforesaid should act as arbitrator at all. The venue of arbitration shall be such place as may be decided by the ED, BHEL- HPVP, Visakhapatnam.

**SIGNATURE OF THE BIDDER WITH STAMP**

Ref: OPS/OS/SC/2015-16/14/020

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**Sub :** Service contract to carry out production support activities like Grinding, chips removal, de-burring, tube holes cleaning, de-greasing, slag removal, polishing of drilled holes, handling of materials and assistance to operators etc. by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year.

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f 01.04.2015**

<b>SL. No</b>	<b>DESCRIPTION</b>	<b>Unskilled</b>
1	Minimum Wage	<b>290.00</b>
2	PF @ 13.6%	39.44
3	ESI @ 4.75%	13.78
4	Bonus @ 8.33%	24.16
5	Leave Wages (18 days / Year)	16.73
6	Terminal Benefit for (15 days / year)	13.93
7	Holidays for 10 days	9.30
	<b>TOTAL</b>	<b>407.34</b>

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

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

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**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

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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.

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Date: 20.08.2015

**Sub** : Service contract to carry out production support activities like Grinding, chips removal, de-burring, tube holes cleaning, de-greasing, slag removal, polishing of drilled holes, handling of materials and assistance to operators etc. by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

**Signature of the bidder with stamp**

**CONTRACTOR INFORMATION**

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**(Required only if it was not submitted earlier)**  
**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer

Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services



# **PART – II**

**( PRICE BID )**

**SCHEDULE OF RATES**  
**(PRICE BID)**

Ref: OPS/OS/SC/2015-16/14/020

Date: 20.08.2015

**Sub: Service contract to carry out production support activities like Grinding, chips removal, de-burring, tube holes cleaning, de-greasing, slag removal, polishing of drilled holes, handling of materials and assistance to operators etc. by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year.**

SL No	DESCRIPTION OF WORK	UNIT	QTY (Approx)	Unit Rate In Rs	Total Amount in Rs.
1	Carry out production support activities by deploying unskilled manpower in BHEL - HPVP Production Shops for a period of one year premises of BHEL - HPVP, Visakhapatnam for a period of one year.	MT	10,650		

**Total Amount in Words:**

**Note :**

- 1) **Calculation will be done @ 0.500 MT per Man-day.**
- 2) The quantity indicated above is approximate and may vary on both sides subjected to the requirement of BHEL - HPVP shops. However payment shall be made for the actual quantity only.
- 3) The contractor shall pay the wages to his labour according to the wages fixed under the Contract Labour Act and as notified by Regional Labour Commissioner (Central) Hyderabad, Government of India from time to time. **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**
- 4) Daily workers to be deployed will be decided by Head of the production department based on work load.
- 5) **L1 shall be evaluated based on quoted total amount.** However BHEL reserves the right to negotiate with L1 vendor.

**SIGNATURE OF THE BIDDER WITH STAMP**