



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi-284120

Central Dispatch Cell

TENDER DOCUMENT
For

**Manufacturing of Wooden Cases & Packing of
Transformer / Locomotive and its Accessories inside
BHEL (On Conversion basis).**

Tender Enquiry No.
CDC TE 694
Date:-03/02/2016



Tender Enq No. CDC TE 694

Date: 03.02.2016

DETAIL OF TENDER DOCUMENT

TENDER ENQUIRY NO: CDC TE 694

DATE: 03.02.2016

C	D	C	T	E	6	9	4				R	0	0
Three Digit Department Code e.g. FBM,TRM			Two Digits for Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digits For Tender No. To be Allotted by contracting section		Three digits W.O. numbers to be issued by CLC on the basis of approval			Three Digits Revision no in work order One R & Two digit for rev no i.e. 01		

NATURE OF WORK: Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories inside BHEL (On Conversion basis).

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

‘Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories inside BHEL (On Conversion basis).’

The tender document has been detailed as follows:

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Bidders (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) Contractor’s obligations (Annexure F)
- g) Other General Terms and Conditions (Annexure G)
- h) Criteria for measurement of work (Annexure H)
- i) Technical Bid Application (Annexure I)
- j) Price Bid (Annexure J)
- k) Guideline for Discrepancy in words & figure quoted in price bid (Annexure V)
- l) Self-Declaration Format (Annexure-K)
- m) General Terms & Condition of Reverse Auction. (Annexure-L)

I/We agree with the above
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- 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 694 DATED 03/02/2016"** should be dropped in a sealed cover in the tender box available at the following address on or before **...15-Mar-2016...** (13.15 hours):-

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.

- 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: Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories in inside BHEL (On Conversion basis).
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 : **...15-Mar-2016... at 13.15 hours or before**
6. Date of opening of Techno Commercial Bid : **...15-Mar-2016... at 14.00 hours**
7. Address for receipt/issue of tender Documents : AGM (CDC)
CISF Control Room/Office
Administrative Building
BHEL, Jhansi-284120
8. **EARNEST MOMENT DEPOSIT (EMD)** : Rs 40,000/- (Forty Thousand 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 14.5%)
(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** : As per Annexure-G

NOTE: 1) THE BIDDER MAY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
2) FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE "www.bhel.com"

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Annexure-B

WORK SPECIFICATIONS

BHEL is manufacturing transformer & locomotive products which is duly packed in wooden boxes / crates before dispatch.

MANUFACTURING OF WOODEN CASES AND PACKING PROCESS

Various transformer / loco products, its accessories, equipment, oil drums etc are to be packed before dispatch to consignee.

Scope of work of few activities are as under:-

Before manufacturing of any box / packing, wooden planks (fresh / recycled) are drawn from the store & planks of required sizes are cut with the help of band saw, hack saw, wheel saw etc,

Preparation & Packing of Boxes / Crate

1. Preparation of boxes by nailing the planks together
2. Putting polythene / foam / felt sheet inside the box.
3. Putting the component inside the box with proper identification tags & then packing of boxes for dispatch. It may also include covering the wooden boxes with polythene sheet and putting identification marks with the help of paint/stencil or marker etc.

Packing of Instrument Transformers

1. Collection of 4 walls, base & top from the store
2. Preparation of intermediate support
3. Drilling holes on base for carriage bolts
4. Placing the transformer on the base and fixing the base with carriage bolts
5. Fixing the side wall with intermediate supports on suitable location

Packing of HVR / Dry Type Transformers

1. Preparation of wooden pallets
2. Drilling holes for carriage bolts
3. Placing HVR transformer on the pallets and fixing the base with carriage bolts
4. Securing 4 rollers by nailing it on the base.
5. Covering the transformer with polythene
6. Preparation & Fixing of side walls

Packing of ACEMU / Freight Loco Transformers

1. Preparation of wooden pallets (base)
2. Placement of transformer on the base & locking it with battens.
3. Covering the transformer with polythene
4. Preparation & Fixing of side walls.

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Packing of Radiators in a set of 2

1. Preparation of base, side walls and top wall.
2. Placement of one radiator on the base.
3. Placement of intermediate support.
4. Placement of another radiator on the support.
5. Fixing of side walls & top walls.

Packing of Control Panel / Marshalling Box

1. Preparation of base, side walls and top wall.
2. Placement of Control Panel / Marshalling Box on the base.
3. Covering it with polythene
4. Fixing of side walls & top walls

Fixing of GI Sheet

1. Cutting required size of GI sheet from the roll.
2. Fixing the GI sheet with nails on already prepared box.

Packing of Oil Drums

1. Preparation of wooden pallets
2. Placing 4 drums on each pallet
3. Tightening the drums with steel band

Salvaging of Scrap Wood / Preparation of Wooden Planks

1. Collection of old boxes from shops / stores
2. Removing nails / steel bands from the boxes
3. Stacking / storing the planks as per the size.

The required tools and consumables for all the above activities shall be provided by BHEL free of cost. The above activity shall be inside BHEL Jhansi premises, mostly in CDC but location may change inside BHEL as per requirements. The contractor shall ensure quality, strength of packing using optimum quantity of wood and other consumables. Collecting of scrap generated & loading it in truck, shall be the responsibility of the contractor. Before participating in tender, bidders are advised to visit BHEL premises to know the requirement.

The estimated volume of each category of work is as follows:-

SL NO.	DESCRIPTION OF PACKING	UNIT	QTY "A"
1	PREPARATION OF BOXES / CRATES & PACKING OF TRANSFORMERS, ITS ACCESSORIES, LOCO SPARES ETC.	Cu Mtr	1125
2	Salvaging of Scrap Wood / Preparation of Wooden Planks	Cub. Mtr	500

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ANNEXURE 'C'

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) 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 -K
- 5) Should have independent ESI Code number.
- 6) Blank Price Bid as per annexure " J"
- 7) **AVERAGE FINANCIAL TURNOVER:**
 - i. Average Annual financial turnover during the last 3 years, ending 31st March 2015 should be at least Rs 3.15 Lakhs. Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA to be submitted as a supporting document.
 - ii. If all balance sheets are not available for all three years, then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
- 8) **EXPERIENCE** of having successfully completed / partially completed any Works / Service Contract during last 7 years ending on 31st Jan 2016 should be either of the following:-
 - a. Three works each costing not less than the amount equal to Rs.4.20 Lakhs Or
 - b. Two works each costing not less than the amount equal to Rs.5.25 Lakhs Or
 - c. One work costing not less than the amount equal to Rs.8.40 LakhsDocumentary 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.
- 9) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 10) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
 - i. **PARTNERSHIP FIRM:** Copy of Partnership Deed registered at the office of Registrar of Firms.
 - ii. **COMPANY:** Certified copy MOA, Article of Association and Incorporation Certificate
 - iii. **SOCIETY:** Registration certificate issued by Registrar of societies.
 - iv. **SOLE PROPRIETOR-SHIP FIRM:** Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

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Annexure 'D'

INSTRUCTION TO TENDERERS

1. Above tender is two bid System (Techno-Commercial Bid & Price Bid)

1. The tender is to be submitted in two parts viz. 1) Techno-Commercial bid 2) 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 **Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories 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 “**Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories inside BHEL** “. 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 “**Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories inside BHEL**”, **Tender no. CDC TE 694 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. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
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. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM. (Annexure V)
6. The rate quoted will be valid for the period of contract.
7. 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 mutual agreement on same terms, conditions and rates.
8. 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.

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TENDER EVALUATION CRITERIA

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

1. The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
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, equipment 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 discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"
7. In case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29 (1) / 2014-PPD dated 29/1/2014)



CONTRACTORS OBLIGATIONS

A) CONTRACTUAL

TOWARDS SELECTION, CONTROL AND SUPERVISION OF EMPLOYEES

- 1) Contractor shall deploy sufficient manpower for execution of the work awarded to him. He should also deploy a supervisor, to whom the work will be allocated by BHEL representative on daily basis. He will be solely entitled to instruct his workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 2) His supervisor shall supervise the work allotted to him and to be carried out by his employees. He shall furnish the status of work to BHEL representative on daily basis.
- 3) 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.
- 4) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) 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. acceptable to concerned department.
- 6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) 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) 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.
- 9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi. The contractor has to ensure that all precautions are taken for safety of his employees and equipment.
- 9) **Record Keeping:** 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.
- 10) **Uniform:** The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE. The uniform should be dark blue trousers and light blue

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shirt for males and dark blue trousers/*salwar* and light blue *kurta/ kameez/top* for female.

The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor.

Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.

Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.

- 12) **Bus Pass:** 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.
- 13) 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.
- 14) Tools, tackles and materials : Contractor shall provide to his employees all tools, tackles, material, equipment as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipment or material.

B) TOWARDS STATUTORY LIABILITY

1. As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
2. 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.
3. 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 authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

C) TOWARDS FINANCE

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



GENERAL TERMS & CONDITION FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.

1 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:-
- Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
 - Local Cheque of scheduled banks, subject to realization.
 - 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)
 - Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 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.
 - 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.
 - 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.
 - The Performance Security Deposit shall not carry any interest.
 - Security deposit would be forfeited on account of non-performance by the contractor.



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2. STAMP DUTY APPLICABLE IN UP AS PER INDIAN STAMP ACT 1899 IS AS FOLLOWS:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, EMD converted in PSD, 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/-

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3. LABOUR LICENCE AND OTHER REQUIREMENTS:-

(a) LABOR LICENSE

- i) Contractor shall within 15 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 by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) The contractor cannot deploy the contract worker without obtaining requisite Labour license from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.

(b) PERSONAL ACCIDENT INSURANCE POLICY

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) 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.



4 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 4.1 The contractor shall submit the following to HR, contracting department and CISF
- i) The details of the worker proposed to be deployed.
 - ii) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office.
 - iii) Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
 - iv) Copy of employment card issued by contractor to his own worker. Annexure-II
- 4.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
- 4.3 The photo identity card shall have to be revalidated every 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 employee to enter the premises of BHEL Jhansi.
- 4.4 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**.
- 4.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs. 200/- (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

5 ATTENDANCE AND PAYMENT OF WAGES

- a) Contractor should deploy a supervisor who should maintain attendance register by recording daily attendance duly signed by both supervisor and contract worker.
- b) The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs. 76.92, 88.46 & 96.15 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category. This additional amount will also attract all statutory deduction and payments.

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- c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- d) The contractor shall make payment to the own employees/ before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- e) 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 15th and that in case of ESI is 21st of each month.
- f) 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.
- g) 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 respect of all workers deployed by him against the contract, for each month separately, along with final bills.

6 PAYMENT OF BILLS

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the 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)
- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- d) Wage payment sheet for the bill period as per annexure IV.
- e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- f) Copy of Form 12A-regarding PF remittance
- g) List of CL covered under accident insurance policy
- h) Statement of material supplied by the contractor if any
- i) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- j) Copy of Challan of previous service tax paid
- k) Proof of Personal Accident Insurance Policy along with bill

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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 & documents as above forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challan and wage payment sheet pertaining to the relevant months, 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.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

7.0 PROVIDENT FUND

- a. The contractor should get independent EPF code before deployment of his contract worker against work contract.
- b. 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.
- c. 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.
- d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.

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.

7.1 PF CONTRIBUTION :

12% of Normal wages paid	PF Contribution	3.67%
(Coverage Rs.15000/- on	Insp/ Admn Charges	0.85%
Employee's/ Employers	(subject to minimum Rs. 500/- per challan)	
Contribution)	Admn/ Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.36%

- 7.2 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.

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

Executive In-Charge



8.0 EMPLOYEES STATE INSURANCE

- a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- b) 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.
- c) The contractor shall facilitate collection of issued ESI cards by his worker.
- d) The existing wage limit for coverage under the Act is Rs. 15,000/- per month (w.e.f. 01/05/2010).

8.1 ESI CONTRIBUTION:-

Employee's Contribution

1.75% of gross wages

Employer Contribution

4.75% of gross wages

- 8.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.3 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 XIII - Register of Workmen employed by contractor (Rule 75)
 - b) Form XIV - Employment Card issued by contractor (Rule 76)
 - c) Form XVI - Muster Roll 78(1) (a) (i)
 - d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
 - e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - f) Form XIX - Wage Slip (Rule 78)(1) (b)
 - g) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
 - h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
 - i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
 - l) Form XII – Register of Adult Workers
 - m) Form XIV – Leave with wage register
 - n) Form XV – Leave book
- 8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9.0 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.



10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES :-

- 10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
- 10.2 The contractor will give three paid National Holidays to his employees.

**11.0 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/
INTIGRITY PACT**

- a. 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.
- b. 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.
- c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
- d. In case of contract estimate is equal to or more that Rs.10 Crore, Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.



OTHER GENERAL TERMS AND CONDITIONS:-

LEGAL COMPLIANCE

- a) 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.
- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) 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.
- d) 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.
- e) Security deposit will be released on submission of following certificates from departments mentioned as under:-
 - i) Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department
 - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) 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.

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

Executive In-Charge



13.0 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.

Work shall be allocated to the supervisor on daily basis. Contractor should deploy sufficient manpower who can execute the work allocated to them on daily basis. If the work suffers because of insufficient manpower, a penalty of Rs.5000/- per day of lapse shall be imposed, which will be deducted from their running bill.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

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

Executive In-Charge



Tender Enq No. CDC TE 694

Date: 03.02.2016

18.0 JURISDICTION

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

19.0 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 (BHEL Jhansi).

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



Tender Enq No. CDC TE 694

Date: 03.02.2016

गेट पास आवेदन प्रपत्र
(ठेकेदार के संविदा श्रमिकों हेतु।)

Annexure I

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग एवं कोड)
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.....
स्थायी पता.....वर्तमान पता.....
.....
शैक्षिक योग्यता.....
तकनीकी योग्यता.....
भविष्य निधि खाता संख्या.....कर्मचारी रा.बी. निगम खाता सं.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

(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)

आबंटित गेट पास सं०.....दिनांक.....हस्ताक्षर आबंटनकर्ता.....

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 वैद्य होगी तथा प्रत्येक माह/तीन दिन के पश्चात्
25 तारीख को के० ओ० सु० ब० बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉसी (३०प्र०)

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

Executive In-Charge



Tender Enq No. CDC TE 694

Date: 03.02.2016

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 :
.....

4 Wage period :
.....

5 Tenure of employment :
.....

Remarks

Signature of contractor

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 Packing Contract in BHEL

Tender Enq No. CDC TE 694

Date: 03.02.2016

ANNEXURE - III

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of contractor :

Name and location of work :

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

Name and address of Principal Employer :

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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 Packing Contract in BHEL

Tender Enq No. CDC TE 694

Date: 03.02.2016

FORM XVII
[See Rule 78(1) (a) (i)]
Register of Wages

Name and Address of Contractor Name and address of Establishment in / under
which contract is carried on
Nature and location of works
..... Name and address of Principal
Employer
..... Wage period: Monthly

Sl. No.	Name of workman	Serial No. in the register of workman	Designation / nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature / Thumb impression of workman	Initial of contractor or his representative
13	14	15	16

SIGNATURE OF THE CONTRACTOR

Note: Register of wages as per form XVII is mandatory to be maintained for each month

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

Executive In-Charge



MEASUREMENT OF WORK AND PAYMENTS THEREOF

1. Payment towards work satisfactorily executed will be made to the contractor on the basis of following:-

SL NO.	DESCRIPTION OF PACKING	UNIT	QTY "A"
1	PREPARATION OF BOXES / CRATES & PACKING OF TRANSFORMERS, ITS ACCESSORIES, LOCO SPARES ETC.	Cu Mtr	1125
2	Salvaging of Scrap Wood / Preparation of Wooden Planks	Cub. Mtr	500

2. Payment will be made to the contractor on the basis of work carried out by him.
3. All payments will be subject to deduction of income tax at source as per Income tax as per the applicable rules.
4. Measurement Book to be maintained for the work carried out daily by the contractor & the same shall be verified by BHEL official, nominated for the same.

MEASUREMENT OF WORK

1. Payment shall be done based on wood content (Cubic-mtr) of the packing / box / crates.
Following formula will be used for calculating the wood content

WOOD CONTENT OF A BOX (L x B x H)

Wood content of a box = 2 x (LxB + BxH + HxL) x Thickness of plank x 1.25
(25% extra on account of scrap, battens used for base / sides as stiffeners.)

WOOD CONTENT OF A CRATE / PACKING

Wood content for making crate / packing = Volume of wood used + 10% extra on account of scrap.

It is estimated that 1125 Cu-mtr of packing wood would be used for manufacturing of boxes / crates / packing for a period of one.

2. Payment shall be done based on volume of wood salvaged.

Note :- In case BHEL asks the contractor to prepare only packing material & packing is done by BHEL, then only 50% of rates would be payable.



Annexure 'I'

PERFORMA FOR SUBMITTING TECHNICAL BID FOR Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories 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
10. No. of Workers including Supervisors on the rolls of the firm : _____
11. 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 : _____
14. Validity of offer : _____

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

Executive In-Charge



Tender Enq No. CDC TE 694

Date: 03.02.2016

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

15. Blank Price bid format : Enclosed/Not Enclosed
16. PF registration certificate (not required only if exempted with exemption proof)
PF registration code : _____ Attach Copy of the PF registration
17. ESI registration certificate: (not required only if exempted with exemption proof)
ESI registration code : _____ Attach Copy of ESI registration

(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 (1): 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.

.....
Note: 'NOTE (1)' is applicable only when tender is called in two bid system

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

Executive In-Charge



Annexure 'J'

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

Detail of work: Manufacturing of wooden Cases & Packing of Transformer / Locomotive and its Accessories inside BHEL.

1 Name of the firms :

SL NO.	DESCRIPTION OF PACKING	UNIT	QTY "A"	RATE Rs. "B"	TOTAL Rs. (A X B)
(a)	(b)	(c)	(d)	(e)	(f)
1	PREPARATION OF BOXES / CRATES & PACKING OF TRANSFORMERS, ITS ACCESSORIES, LOCO SPARES ETC.	Cu Mtr	1125		
2	Salvaging of Scrap Wood / Preparation of Wooden Planks	Cub. Mtr	500		
GRAND TOTAL					
GRAND TOTAL (in words)					

Service tax extra as applicable

Note:

1. The evaluation of L1 shall be based on Total value of Contract ie Total of Column 'f' (upto two decimals).
2. In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure-V shall be followed

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

Executive In-Charge



Annexure-V

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.

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

Executive In-Charge



Annexure-K

(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)



GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Tender for the subject work with detailed scope of supply as per our specification, BHEL-JHANSI may resort to "ONLINE REVERSE AUCTION PROCEDURE" i.e. **ONLINE 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. 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 bidders the details of Service Provider to enable them to contact and get trained.
4. Business rules like event date, time, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the Compliance Form before start of Reverse Auction. Without this, the bidder will not be eligible to participate in the event.
6. 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, 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.
7. Reverse Auction will be conducted on schedule date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup to the Service provider within two working days of Auction without fail.
10. 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. Punitive action shall be taken by BHEL as per extant guidelines in vogue for-
 - a) Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified.
 - b) Variation in final price of Reverse Auction and signed price break-up.
11. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
12. In case the Reverse Auction fails or BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids submitted with offer shall be opened as per BHEL standard practice.
13. 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.
14. 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.
15. The bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

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

Executive In-Charge