

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)
Ph No.23183292/23184891, e-mail: koushik@bhelhyd.co.in
(Central Despatch Cell)

Ref No.: HY/CDC/OS/10/002

Date: 08.09.2011

TENDER NOTICE

Name of the department : Central Despatch Cell

Tender No./Date : **HY/CDC/OS/10/002, Date: 08.09.2011**

Sealed tenders in two part bids (Techno commercial & Price bid) in sealed covers, subscribing the Tender Notice Number & name of the work are invited by **Manager/CDC, 03-SG Annexe. M/s. BHEL, R.C.Puram, Hyderabad-502032** from reputed contractors and Regd. with Govt. of India, Govt. of Andhra Pradesh, Railways, Military Engg Service or Bharat Heavy Electricals Limited, RC Puram, Hyderabad-32 for the following works and the same are to be dropped in the Tender Box which is kept at the Vendor Complex near Admn. Bldg. Tenders will be opened by the undersigned or his nominee at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

1.	Name of work	:	Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS , Switchgear items, primary sea-worthy rotor packaging material for TCGT,TG rotors and loading of items in cases, enclosures, packing and addressing at CDC
2.	Sale / closure of Tenders	:	09.09.2011 to 23.09.2011 09.00 Hrs. to 11.00 Hrs.
3.	Last date for receipt of tender	:	23.09.2011 upto 11.00 Hrs.
4.	Date and time of tender opening	:	23.09.2011 at 13.00 Hrs.
5.	Period of contract	:	24 Months from the date of award of contract.
6.	Earnest Money Deposit (EMD)	:	Rs.2,00,000/- (Rupees two lakhs only)
7.	Cost of the tender document	:	Rs. 500/-(Non refundable)

Tender documents (containing the detailed schedule of activities to be carried out) can be obtained from **09.09.2011 to 23.09.2011** from the office of the Manager/CDC, 03-SG Annexe. 1st Floor, BHEL, RC Puram, Hyderabad-502032 (inside the factory) between 09.00 Hrs. & 11.00 Hrs. on all working days. An amount of Rs.500/- (Non refundable) should be paid for each tender document in BHEL cash office through a "pay-in-slip" supplied by the office of the undersigned. The cost of the tender documents will not be refunded and the tenders are not transferable under any circumstances. Tender documents can also be downloaded from BHEL website <http://www.bhel.com>. Tender cost should be payable even if it is download from BHEL website. You are requested to visit the undersigned in order to accurately assess the quantum of service to be rendered and take them into account while quoting for the enquiry. No subsequent claim for any reason whatsoever will be entertained by BHEL and it will be deemed to have been included in the tender quotation. All the bidders are requested to resolve pre-bid queries before quoting. The tenderers are hereby informed that immediately on receipt of this tender, the E-mail id of the Company should be furnished to the undersigned by sending a test message to koushik@bhelhyd.co.in & the tenderer should come and sign in the prescribed format provided by the undersigned to acknowledge the receipt of the tender.

Sd/-
Manager / CDC

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PROCEDURE FOR SUBMISSION OF SEALED TENDER

Quotations are invited by Manager/CDC for Central Despatch Cell, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502032.

The quotations shall be submitted in Two Parts i.e. (a) Techno Commercial Bid and (b) Price Bid in two separate covers along with EMD in separate cover as detailed below:

The covers should be addressed to **Manager/CDC, 03-SG Annexe, 1st Floor, BHEL, RC Puram, Hyderabad-32** to reach on or before by **11.00 Hrs. on 23.09.2011** and the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-502032. **BHEL is not responsible for any postal delay.**

THE FIRST COVER shall be super scribed as "EARNEST MONEY DEPOSIT FOR SUPPLY OF WOODEN PACKING CASES, WOODEN SIDE FRAMES / PANELS FOR PUMPS, DD-DS, SWITCHGEAR ITEMS, PRIMARY SEA-WORTHY ROTOR PACKAGING MATERIAL FOR TCGT, TG ROTORS AND LOADING OF ITEMS IN CASES, ENCLOSURES, PACKING AND ADDRESSING AT CDC" against TENDER NOTICE NO: **HY/CDC/OS/10/002 dtd 08.09.2011.** The cover shall contain EARNEST MONEY. One time EMD (lump sum amount) for exemption of EMD with each tender is permissible.

THE SECOND COVER shall be super scribed as "TECHNO-COMMERCIAL BID FOR SUPPLY OF WOODEN PACKING CASES, WOODEN SIDE FRAMES / PANELS FOR PUMPS, DD-DS , SWITCHGEAR ITEMS, PRIMARY SEA-WORTHY ROTOR PACKAGING MATERIAL FOR TCGT,TG ROTORS AND LOADING OF ITEMS IN CASES, ENCLOSURES, PACKING AND ADDRESSING AT CDC" against TENDER NOTICE NO: **HY/CDC/OS/10/002 Dtd.08.09.2011.** The cover shall contain Documents of evidence as per qualifying criteria asked for enclosing as in Annexure-B, Copy of Partnership Deed / Sole Trader Registration Deed Or Any Other Deed Evidencing The Existence Of The Firm, Power of Attorney in favour of the signatory if the tender is submitted on behalf of a firm/Company or the authority of transacting, Copy of Balance sheets, Profit / Loss Statements, Income Tax Returns for last 3 financial assessment years, Experience certificates, Labour License, PF Code, ESI Code and VAT Registration, No deviation certificate as per Annexure-E, Tenderer's certificate as enclosed, original copy of tender document duly signed and stumped as token of your acceptance of tender conditions, FILLED CHECK LIST FOR THE ABOVE AS PER ANNEXURE –A.

THE THIRD COVER shall be super scribed as "PRICE BID FOR SUPPLY OF WOODEN PACKING CASES, WOODEN SIDE FRAMES / PANELS FOR PUMPS, DD-DS , SWITCHGEAR ITEMS, PRIMARY SEA-WORTHY ROTOR PACKAGING MATERIAL FOR TCGT,TG ROTORS AND LOADING OF ITEMS IN CASES, ENCLOSURES, PACKING AND ADDRESSING AT CDC" against TENDER NOTICE NO: **HY/CDC/OS/10/002 dtd.08.09.2011.** THE FILLED IN TENDER SCHEDULE - **PRICE BID** IN THE PRESCRIBED PROFORMA AS PER ANNEXURE –F ONLY SHALL BE PLACED IN THIS COVER.

THE ABOVE THREE SEALED COVERS SHOULD BE PUT IN ONE SEALED ENVELOPE AND SUPERSCRIBED THE DETAILS AS UNDER. "TENDER FOR SUPPLY OF WOODEN PACKING CASES, WOODEN SIDE FRAMES / PANELS FOR PUMPS, DD-DS , SWITCHGEAR ITEMS, PRIMARY SEA-WORTHY ROTOR PACKAGING MATERIAL FOR TCGT,TG ROTORS AND LOADING OF ITEMS IN CASES, ENCLOSURES, PACKING AND ADDRESSING AT CDC" AGAINST TENDER NOTICE NO.: **HY/CDC/OS/10/002 dtd.08.09.2011.**

You are requested to go through the above documents and submit your quotation. The sealed tenders shall be dropped in Tender Box at new vendor complex at Administrative Building. The tenders will be received up to **11.00 Hrs. on 23.09.2011** only. The techno commercial bids along with the EMD covers will be opened on 23.09.2011 at 13.00 Hrs. in presence of the tenderer's representatives who choose to be present. Quotations received late, not containing EMD or not in the prescribed procedure / formats are liable to be rejected.

The tender shall be signed by a partner authorized by the firm, who shall also sign his own name. If the tender is made by a Company / Corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering Company / Corporation / Firm are required to furnish evidence of its existence along with techno commercial bid.

BHEL reserves the right to accept or reject any tender without citing reason thereof.

Thanking You,

For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / CDC

Enclosures :-

1. Check list Annexure-A
2. Qualifying requirements Annexure B
3. General terms / conditions & instructions Annexure C
4. Scope of contract and Special conditions of contract Annexure D
5. No deviation certificate Annexure E
6. Price bid Annexure F
7. The following Certificate on tenderer's letter head:

"THIS IS TO CERTIFY THAT I/WE HAVE READ THE TERMS AND CONDITIONS OF THE TENDER AND AGREE FOR ALL THE CONDITIONS IN TO WITH OUT EXCEPTION INCLUDING PENALTY CLAUSE, PAYMENT OF SECURITY DEPOSIT, ETC. THE RATES QUOTED ARE ALL INCLUSIVE OF TAXES, DUTIES AND ALL OTHER ALLOWANCES, STATUTORY BONUS AND DA (VARIABLE AT AN INTERVAL OF 6 MONTHS AS PER CENTRAL GOVT. NOTIFICATION) PAYABLE FOR ALL THE EMPLOYEES DEPLOYED AS PER LABOUR LAWS AND ARE FIRM DURING THE PERIOD OF CONTRACT"

NOTE: The tenderer shall produce the originals of above documents mentioned as above and at Annexure-A whenever demanded by BHEL.

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Annexure-A

Job work : For supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS , Switchgear items, primary sea-worthy rotor packaging material for TCGT,TG rotors and loading of items in cases, enclosures, packing and addressing at CDC for the year 2011-13.

Tender No : **HY/CDC/OS/10/002, Dt.08.09.2011.**

Contractor should furnish the following information here

CONTRACTOR NAME : _____

ADDRESS : _____

E-Mail ID : _____

Phone/Mobile No. : _____

1. PF Code: : _____

2. ESI Code : _____

3. Labour Licence & Validity :

(If submitted for renewal copy of acknowledgement is to be enclosed)

4. PAN No(Copy to be enclosed): _____

5. Contractor Code No. (BHEL issued No.) _____

6. Service Tax No. (copy to be enclosed)_____

7. **EXPERIENCE** : _____
Work details : _____

Value of work : _____

Year/s in work executed :

Firm Name : _____

Turnover : _____

8. **Tender Cost** : Rs. 500/- (non refundable).

CR / Bankers Ch. No.	Date	Amount Rs.	Name of the Bank

9. **Earnest Money Deposit** : Rs. 2,00,000/-

CR / Banker's Cheque /DD No.	Date	Amount Rs.	Name of the Bank

10. Acceptance of *penalty* clause and Security deposit clause : _____
11. TERMS OF PAYMENT : Progressive for the work completed: _____
12. Acceptance for WORK COMPLETION in 24 Months : _____
13. Acceptance to undertake all activities as per the schedule of work Annexure-F (Price bid) : _____
14. Acceptance to obey all clauses like minimum wages Bonus Payment to contract labour as per R&A 1970 act. : _____
15. Whether submitted power of attorney (if any) : _____
16. Whether quoted the PRICE BID as per NIT : _____

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ANNEXURE-B

PRE – QUALIFYING CRITERIA

- 1) Tenderers should be well experienced in this work, should have workshop facility in twin cities (Hyderabad, Secundrabad) or their neighbourhoods and should be in the same profession for the last three years and should have executed packing contracts including supply of wooden packing cases, wooden frames / panels & primary packaging material. Average Annual financial turnover during the last 3 years ending 31st March'11, should be at least 30% of the estimated value of 276 lakhs (in 2 years).
- 2) Experience of having successfully completed similar works for one firm during last 7 years ending 31st March'11 should be either of the following. Three similar completed works costing not less than the amount equal to 40% of the estimated value of 276 lakhs (in 2 years) (Or) Two similar completed works costing not less than the amount equal to 50% of the estimated value of 276 lakhs (in 2 years) (Or) One similar completed work costing not less than the amount equal to 80% of the estimated value 276 lakhs (in 2 years)
- 3) The tenderer shall submit the necessary documentary evidence which is subject to verification by BHEL as a proof of having experience for supplying wooden packing cases, wooden frames / panels and primary packaging material as well as execution of packing job of similar nature in reputed organizations preferably with Government Departments/Public Sector Undertakings. Bidders can submit their bid jointly with any existing firm who fulfils such eligibility criteria. However, a MOU should be executed between them and the lead partner shall sign the tender documents. Such tie-ups should be in existence prior to the submission of tender and the bidder should have joint experience with the lead partner for not less than three years in similar activities of the subject tender. This is a pre-requisite for efficient and smooth operation of packaging.
- 4) The tenderer should be registered with designated authorities under the following acts
 - i) Employees provident fund act, 1952
 - ii) Central Govt. Contract labour (regulation and abolition) act, 1970
 - iii) Employees state insurance act, 1948
 - iv) Should be registered under service tax
- 5) DOCUMENTS REQUIRED
The tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:
 - a) Proof of three audited annual financial turnover in support of Average Annual financial turnover as per clause (1) above.
 - b) Proof of work orders or completion certificates in support of the qualifying criteria mentioned at clause 2 above.
 - c) Each tenderer has to enclose the proof of PAN No. along with the tender.
 - d) Photocopies of registrations in support of qualifying criteria mentioned at clause 4 above.

- 6) As per D.O. letter no. DPE/13 (5)/11-Fin dated 18.03.2011, Ministry of Heavy Industries & Public Enterprises PF code is not a pre-condition by the CPSEs for participation in bids by Contractors. However, successful contractor have to secure a PF code number from the respective PF commissioner after award of LOI.

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ANNEXURE-C

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	:	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	:	1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

The security Deposit should be collected before start of the work by the contractor. Security Deposit may be furnished in any one of the following forms Cash (as permissible under the Income Tax Act)

- a) Pay Order, Demand Draft in favour of BHEL.
- b) Local cheques of scheduled banks, subject to realization.
- c) 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).
- d) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- e) 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.
- f) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- g) EMD of the successful bidder shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.

- 5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 6. 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 the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to arbitrator. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be R.C.Puram in India. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sanga Reddy Courts.
- 7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 8. The contract shall be valid for a period of 2 (two) years or part thereof from the date of LOI / award of the work and BHEL may extend at its discretion the contract further for a period of 2 years on the same terms and conditions. BHEL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor, in writing.
- 9. Contractor shall obtain complete Bio-Data of the Labour, employment certificate an Antecedent verification in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Personnel Department/IR Section, through the contract Executing Officers before commencement of the work
- 10. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General Manager / Personnel.
- 11. Contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 12. The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees. Alternatively the Contractor shall post a Supervisor for this purpose. He shall interact with BHEL officials daily to appraise the completion of the works allotted for the day.
- 13. The contractor shall attend to all inspections notified / conducted by the HR Department, Labour department, P.F. authorities, Factory Inspectors ESI Inspectors or any other such authorities under the act.

14. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
15. Contractor shall furnish in his tender his place of residence and postal address. The delivery at the above named place or posting in a post box regularly maintained by the Posts and Telegraphs Department or sending letters by registered post for acknowledgement of any notice, letter, other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. Change in address shall come into force at any time by an instrument executed by the Contractor and delivered to Engineer.
16. The tenderers must satisfy themselves by personal study and examine the drawings/ specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall be any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
17. Contractor shall, in his absence, keep competent agent constantly on the works and any directions or explanations given by the Contract signing officer or his representative to such agent shall be held to have been given to the Contractor himself.
18. Contractor, on the advice of the Company official shall immediately remove any person employed by him, who may, in the opinion of the official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
19. The Contractor shall give information required under various statutory laws, regulations, bye-laws, legal acts and pay all fees in connection there with to all concerned. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the Contractor. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees, or attachment either by himself or by his employees.
20. Work will be carried out in a protected area and all the Rules and Regulations of BHEL which are in force from time to time will followed by the contractor. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
21. It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, The work shall be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will followed by the contractor. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per usual standards and practices.
22. No works shall be done on Sundays or on other declared Holidays of BHEL without the written permission of the Engineer or the Officer-in-charge of the work. The Contractor shall comply with the provisions of the Factories Act if the same are applicable.
23. The contractor shall keep the area of work clean and shall remove the debris etc. while executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Company official. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

24. On the occurrence of an accident which results in the death of any of the workmen employed by the Contractor or which is so serious as to be likely to result in the death of any such workmen, the Contractor shall within 24 hours of the happening of such an accident intimate in writing to the CDC Engineer or his representatives. In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his /her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his /her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquires. In case of any delay in the completion of a job due to mishaps attributable to lapses by the ton tractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
25. The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them. The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.
26. The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Minimum bonus act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme, The Contract Labour (Regulations and Abolition Act, 1970), Maternity benefit act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor shall pay wages to the workmen as per minimum wages act. Please refer latest HR circulars for the Rates existing in BHEL. For daily wage rates applicable with effect from 01.04.11, please refer BHEL Circular No. HR/IR/CL/DA/10 dated 24.08.2011. However, Contractor shall make payment as per the applicable rate at the time of execution of the contract including arrears if any.
27. Notwithstanding the clause, in case **of** any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The Contractor should engage labourers who should be, not less than 18 (eighteen) years of age. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit preferably in the age group of 25 to 40 years and do not have any criminal record.
29. The contractor shall not resort to subcontracting under any circumstances. BHEL reserves the right to get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.
30. The contractor shall provide to its work force and ensure the use of the following Personal Protective Equipment as found necessary and as directed by the authorized BHEL officials.

- (i) Safety Helmets conforming to IS - 2925
 - (ii) Safety Belts conforming to IS - 3521
 - (iii) Safety Shoes conforming to IS - 1989
 - (iv) Eye & Face Protection devices conforming to IS - 8520 and IS - 8940.
 - (v) Hand & body protection devices conforming to IS -2573, IS - 6994, IS - 8807 & IS - 8519.
31. Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm /company, place of work, contract number and duration of validity of contract.
 32. The contractor shall be responsible to settle all disputes & grievances of the labour deployed by him. The payment to labours is to be made directly through their bank account if available.
 33. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
 34. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
 35. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
 36. If at any time, during the progress of work or any part of it, such methods or appliances appear to the "Contract Signing Officer" to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their character of work and the Contractor shall comply with such order and in failure of which the "Contract Signing Officer" may take such action as he deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the "Contract Signing Officer" shall be at the cost and risk of the Contractor.
 37. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an un-worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses. Any failure or breakage of loaded box / case shall be viewed seriously.
 38. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
 39. Any sums due from the Contractor on account of tools and plants, stores, or any other items provided by BHEL shall be deducted from the respective invoices due to him. The Engineer shall from time to time certify the sum payable to the Contractor after recovering the dues from the contractor.
 40. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
 41. In case of breach of any of the terms and conditions of the Contract by the contractor a claim will be lodged under the bank guarantee with the guarantor by BHEL at the discretion of the competent authority of BHEL. Normally on successful completion of the Contract to the satisfaction of BHEL, the bank guarantee shall be released after due claim period.

42. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
43. In case of any suit or other legal proceeding arising under this contract, the courts at **Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.**
44. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
45. The labour employed by the contractor, if found in abetting the fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
46. Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
47. The decision of the "Contract Signing Officer" shall be final and binding on the Contractor on all technical questions which may arise touching the contract with respect to materials, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
48. 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 the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad 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 Sangareddy Courts.
49. The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL:-

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work within the time schedule of 24 hours of assigning the job work or handing over the product for packing as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- f) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

- g) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- h) 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 including retrenchment compensation.
- i) Contractor shall provide to his employees all tools, tackles and equipments like motor operated saws, nailers (nail guns) etc. and maintain the same to carry out the job expeditiously under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- j) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- k) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.

- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period 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.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

OBLIGATIONS OF THE CONTRACTOR :-

- 1) The contractor shall fully comply with the following enactments:
 - (a) Contract Labour (R & A) Act, 1970 and rules formed there under in A.P.
 - (b) Wage Rates not less than that notified by Central Labour Department/from time to time.
 - (c) Payment of Wages Act.
 - (d) ESI Act, 1948
 - (e) EPF Act, 1952
 - (f) Workmen's Compensation Act, 1923.
 - (g) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
- 2) The contractor shall obtain License from the Assistant Labour Commissioner (Central), or appropriate government if he engages twenty or more workmen only.
- 3) The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer.
 - (a) Form XII - Register of contractors
 - (b) Form XIII - Register of workmen employed by contractor (Rule 75)
 - (c) Form XIV - Employment card issued by contractor (Rule 76)
 - (d) Form XVI - Muster Roll (Rule 78(1)(a)(i))
 - (e) Form XVII - Register of wages (Rule 78(1)(a)(i))
 - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
 - (g) Form XIX - Wage Slip (Rule 78(b))
 - (h) Form XX - Register of deduction for damages or loss (Rule 78(1)(a)(ii))
 - (i) Form XXI - Register of files(Rule 78(1)(a)(ii))
 - (j) Form XXII - Register of advances(Rule 78(1)(a)(ii))
 - (k) Form XXIII - Register of overtime(Rule 78(1)(a)(iii))
 - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82(1))

The contractor shall maintain the above neatly, completely and legibly for inspection by various authorities even at short notice. The Executing officer of BHEL shall periodically inspect these

registers and forms, and shall send his inspection note to Industrial Relations (IR) section of HR department.

- 4) The contractor shall observe
 - (a) Weekly rest day
 - (b) BHEL List of Holidays
- 5) Contractor shall obtain complete bio-data, of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the HR department/IR section through the contract executing officers before commencement of the work.
- 6) The entry permits are to be issued to the contract labour by Assistant Commandant/Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by DGM / Personnel.
- 7) Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to HR department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
- 8) The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
- 9) The contractor shall attend to all inspections notified/conducted by the HR department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors, or any other such authorities.
- 10) Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 11) Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Post and Telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
- 12) The contractor must satisfy himself by personal study understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
- 13) Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 14) Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official, is incompetent or involves himself in misconduct. Such persons shall not be again employed on the works without written permission of the BHEL official.
- 15) The contractor shall erect and maintain at his own cost, temporary weather proof sheds at such places approved by the BHEL for keeping materials under cover.
- 16) The contractor shall give all notices required by the acts, regulation, by laws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and

indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.

- 17) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims thereunder.
- 18) In the event of any accident in respect of which compensation may become payable under the workmen's compensation Act VIII of 1923 whether by the contractor or by BHEL as principal, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- 19) No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer incharge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.
- 20) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
- 21) On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL official incharge of the work.
- 22) The contractor shall indemnify BHEL against all losses or damages sustained by BHEL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.
- 23) The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 24) The contractor shall ensure abidance by all the labour laws especially including contract labour (R&A) Act, payment of wages Act, workmen's compensation Act, minimum wages Act, ESI Act and provident fund act as amended from time to time.
- 25) The contractor shall comply with Provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work centres in the FACTORY/Township Civil of BHEL, R C Puram.
- 26) Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 27) The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 28) The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the Contract.
- 29) The contractor shall provide the required safety equipment to the labours engaged by him.
- 30) Contractor shall issue "Employment Card" as per statute to all labour and supervisors covered under the job work contract.

- 31) The contractor shall be responsible to settle any grievances of the labour deployed by him
- 32) Reverse Auction (RA): BHEL reserves the right to resort to Reverse Auction procedure i.e. on line bidding on internet, instead of opening the submitted sealed price bid. In case any bidder refuses to participate in the Reverse Auction process the tender will be rejected. Important RA terms and conditions are given for information. The tender has to be finalized by reverse auction basis after Techno-commercial evaluation of bids is completed by all means adopting the following procedure.

REVERSE AUCTION (RA)

1. For the reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. For conducting "Reverse Auction" method, service of a reputed service provider M/s C1 India Pvt. Ltd. New Delhi will be engaged, who has a rate contract with BHEL.
3. The following shall be informed to the service provider
 - i. Date and time of Reverse auction
 - ii. List of bidders & their addresses etc.
 - iii. Details of item to be Reverse Auctioned (Annexure-I).
 - iv. Business rule for reverse auction (Annexure-II)
 - v. Terms & conditions of Reverse Auction (Annexure-III)
 - vi. Process Compliance Statement (Annexure IV)
 - vii. Post RA Price confirmation(Annexure-V)
 - viii. Contact Information (Annexure VI)
4. The following procedure will be adopted:-
 - a. The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price bid submitted to BHEL. Duration will be 30 minutes.
 - b. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
 - c. The opening price for the Dynamic Reverse Auction (English reverse, no ties) and the bid decrement amount shall be specified by BHEL before start of bidding through M/s. C1 India Pvt. Ltd., New Delhi which will be visible to all the bidders during the start of the Dynamic Reverse Auction.
 - d. Bidders are required to start dynamic bidding by accepting the opening price or offering a bid decrement or multiples thereof to the Opening Price. If the opening price is already accepted by the other bidder, the bidder will be deemed to have become "L1" at that instant. Other bidders by offering a minimum bid decrement or the multiples thereof can become "L1" once again and this continues. The minimum bid decrement amount shall be specified by BHEL before start of bidding through M/s. C1 India Pvt. Ltd.
 - e. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in Annexure V Format after the completion of Auction to M/s. C1 India Pvt. Ltd., New Delhi besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 - f. English Reverse (no ties) shall be for a period of 30 minutes (BHEL reserves option to extend RA for further period if necessary). If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
 - g. At the end of reverse auction event, the lowest bidder value will be known on the network.

- h. Any variations in T&C price bid value between on line bid & the signed document will be considered as sabotaging tender process & will be disqualified in bidding & to conduct business with BHEL.
- i. The lowest bidder has to email a scanned copy of the price break-up & confirmation duly signed filled-in prescribed format (as per BHEL's price bid schedule) as provided on case-to-case basis to BHEL through Service Provider within 24 hours of the reverse auction without fail. Discount offered by agency during "Reverse Auction" shall be applicable proportionately on all item rates.
- j. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor BHEL will be responsible for any lapses /failure on the part of the bidder, in such cases.

ANNEXURE - I

Details of items to be reverse-auctioned

Description of work: Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS, Switchgear items, primary sea-worthy rotor packaging material for TCGT, TG rotors and loading of items in cases, enclosures, packing and addressing at CDC

Sl. No	Item description	Unit of measurement	Qty for 2 years	Scope of work	Rate per Unit Rs.	Line item total (Qty x unit rate)	Line item total in words
					Rupees	Rupees	Rupees
1	Nailed wooden packing cases (vol <1 CMT)	Cubic m	1800	Supply			
				Loading, Packing & Addressing			
2	Plywood packing cases (vol <1 CMT)	Cubic m	1000	Supply			
				Loading, Packing & Addressing			
3	Bolted wooden packing cases (vol >1 CMT)	Cubic m	7500	Supply			
				Loading, Packing & Addressing			
4	Pigeon hole packing cases for turbine blades	Cubic m	60	Supply			
				Loading, Packing & Addressing			
5	Wooden side frames & top cover (wt >5 tonnes)	Square m	18000	Supply			
				Loading, Packing & Addressing			
6	Packing cases with foam for instruments	Cubic m	600	Supply			
				Loading, Packing & Addressing			
7	Primary sea worthy packaging for Steam turbine / Turbo-generator rotor assemblies	Square m	7000	Supply			
				Loading, Packing & Addressing			
8	Open items	Nos.	2200	Supply			
				Loading, Packing & Addressing			
Total bid value (Grand total, Rupees in figures & words) =							

Annexure-II

Business Rules and terms & conditions of reverse auction

CUSTOMER NAME	BHARAT HEAVY ELECTRICALS LIMITED Hyderabad,
AUCTION TO BE CONDUCTD BY	C1 INDIA PVT. LTD. D-5, DEFENCE COLONY NEW DELHI- 110024 https://auctions.gate2biz.net
DATE OF AUCTION	To be intimated later
DOCUMENTS ATTACHED	<ol style="list-style-type: none"> 1) Business rule for reverse auction 2) Terms & conditions of reverse auction 3) Process Compliance Statement 4) Post RA Price confirmation 5) Contact Information

For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

Business Rules

BHEL shall finalise the Rates for the supply of items through reverse auction mode. BHEL has made arrangement with M/s C1 India, Delhi, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to Service Provider. Furnishing the price the bidder wants to bid online with a request to the Service Provider to upload the faxed price on line so that the Service Provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to Service Provider has to solely ensure that the fax message is received by the Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the Service Provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the Service Provider will not be uploading the prices and either BHEL or the Service Provider are not responsible for this unforeseen circumstances. In order to

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

2. M/s C1 India shall arrange to demonstrate/ train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS, Switchgear items, primary sea-worthy rotor packaging material for TCGT, TG rotors and loading of items in cases, enclosures, packing and addressing at CDC

Total cost (i.e inclusive of all taxes and duties leviable under central or state govt. taxes etc except service tax).

Rs.

Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS, Switchgear items, primary sea-worthy rotor packaging material for TCGT, TG rotors and loading of items in cases, enclosures, packing and addressing at CDC	100.00
--	--------

Total cost = 100.00

Total= 100.00
=====

4. The prices quoted should be valid for a period of 60 days from the date of Reverse auction or 90 days from the opening of Techno-commercial bid whichever is later and firm till the complete execution, in the event of order.

5. Procedure of Reverse Auction:

- i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against enquiry no HY/CDC/OS/10/002 dt. 08.09.2011. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. English Reverse (no ties) {Dynamic Reverse Auction}: Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction. BHEL will declare its Opening Price (OP), which shall be visible to all the vendors during the start of the Dynamic Reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of work in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
- iii. The bid decrement amount shall be specified by BHEL before start of bidding.

- iv. After the completion of English Reverse (no ties), the Closing Price (CP) shall be available for further processing.
6. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in the Format after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new conditions other than those already agreed to before start of auction.
7. English Reverse (no ties) shall be for a period of 30 minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure etc.
8. During English Reverse (no ties), if no bid is received within the specified time, **BHEL**, at its discretion, may decide to revise Opening price/ scrap the reverse auction process/ proceed with conventional mode of tendering.
9. Bidders will be taken as an offer to execute the work. Bids once made by you, cannot be cancelled/withdrawn and you shall be bound to execute the work as mentioned above at your final bid price. **Should the bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.**
10. Bidders shall be assigned a **Unique User Name & Password** by BHEL or/ M/s C1 India Pvt. Limited. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s C1 to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
11. Bidders shall be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) { Reverse Auction} :
 - a. Leading Bid in the Auction (only total price of package)
 - b. Bid Placed by you
 - c. Opening Price.
 - d. Your rank
12. At the end of the Reverse Auction, the lowest bidder value will be known on the network. BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
13. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the works listed in the tender.
14. The lowest bidder has to email a scanned copy of the price break-up & confirmation duly signed filled-in prescribed format (as per BHEL's price bid schedule Annexure-) as provided on case-to-case basis to BHEL through Service Provider within 24 hours of the reverse auction without fail.
15. BHEL shall be at liberty to call the lowest bidder for negotiations / cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
16. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction in the process compliance Form as per Annexure-IV.

Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by C1 India. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from C1 India. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or C 1 India Pvt. Ltd. shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:** 1) Sealed bid Reverse Auction / Initial Auction.
2) English Reverse No Ties (refer Bidder Manual for details) / Dynamic Reverse Auction.
5. **DURATION OF AUCTION (English reverse):** The duration of Auction will be for 30 Minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiples of the minimum Bid decrement. Also, please note that the start price of an item in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His own rank
 - Start price & Bid decrement value

8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time after competing Bidder submits a new offer. The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.
- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
 - Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.
10. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site (<https://auctions.gate2biz.net>) using the Login Ids and passwords given to them.
11. **OTHER TERMS & CONDITIONS:**
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
 - BHEL along with C1 India can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or C1 India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - C1 India shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - C1 India is not responsible for any damages, including damages that result from, but are not limited to negligence. C1 India will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form (Annexure-IV) duly signed to C1 India Pvt. Ltd. by (AUCTION DATE). After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, successful bidder has to submit the Prices in the Annexure-I immediately to C1 India Pvt. Ltd. for further proceedings.

Annexure- IV

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)
To

C1 India Pvt. Ltd.,
D-5, Defence Colony,
New Delhi 110024.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure I.

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

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

- Sign this document and Fax at 011- 24655186
- Attach a signed copy of the RFQ document along with the Agreement Form & send to C1 India Pvt. Ltd.

Annexure-V

To
C1 India Pvt Ltd
D 5, Defence Colony
New Delhi – 110024

Sub: Final price quoted during reverse auction and price break up.

Dear Sir,

We confirm that we have quoted.

1) Rs. _____ (i.e. total cost to BHEL) as per the formula furnished by BHEL.

as our final lump sum prices during the Reverse Auction conducted today. The break-up (item-wise prices as per Annexure-I) will be as follows:

TOTAL (i.e. cost to BHEL):

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

Annexure-VI

C1 INDIA PVT. LTD.	BHARAT HEAVY ELECTRICALS LIMITED
<p>AKSHAYA RATH C1 INDIA PVT. LTD. D- 5, DEFENCE COLONY NEW DELHI- 110024 INDIA PHONE: +91-11- 24629600 (EXTN. 207) MOBILE: +91- 09350251043 FAX: +91- 11- 24655186 / 24622773 VIJAY KUMAR - 9844111607 E-MAIL: akshaya.rath@c1india.com</p>	<p>BHEL;HYDERABAD-32. (Central Despatch Cell)</p>
<p>MANSI KUMAR C1 INDIA PVT. LTD. D- 5, DEFENCE COLONY NEW DELHI- 110024 INDIA PHONE: +91-11- 24629600 (EXTN. 212) MOBILE:+91-09810006951 FAX: +91- 11- 24655186 / 24622773 E-MAIL: mansi.kumar@c1india.com</p>	

Ref No.: HY/CDC/OS/10/002

Date: 08.09.2011

ANNEXURE-D

SCOPE OF CONTRACT AND SPECIAL INSTRUCTIONS

Sl. No	Scope of work	Unit of measurement	Qty for 2 years
Supply of wooden packing cases, side frames / panels, sea-worthy primary rotor packaging material and loading of items in cases, packing and addressing for Pumps, DD-DS , Switchgear items & TCGT,TG rotors in CDC packing sections			
1	Nailed wooden packing cases (vol <1 CMT)	Cubic m	1800
2	Plywood packing cases (vol <1 CMT)	Cubic m	1000
3	Bolted wooden packing cases (vol >1 CMT)	Cubic m	7500
4	Pigeon hole packing cases for turbine blades	Cubic m	60
5	Wooden side frames / panels (wt >5 tonnes)	Square m	18000
6	Packing cases with foam for instruments	Cubic m	600
7	Primary sea-worthy packaging for Steam turbine / Turbo-generator rotor assemblies	Square m	7000
8	Open items	Nos.	2200

Techno-commercial terms and conditions

A. Supply of wooden packing cases , side frames & primary sea-worthy packaging material:

1. Wooden packing boxes, side frames are to be supplied for packing of various consignments for pumps shop, switchgear shop & DD-DS items for despatch. Primary packaging material is to be supplied for steam turbine & turbo-generator rotor assemblies for despatch. The consignments will be of various shapes and sizes.
2. For consignment volume less than 1 cubic meter (item nos. 1 & 2), nailed wooden box shall be supplied which will be constructed of pieces of wooden planks with reinforcing runners attached by nails. Construction shall include wooden plank / timber or plywood as per BHEL instructions. The packing box will consist of base, four side panels and top cover. The consignments of this nature will be in the range of 100 x 100 x 50 mm to 1000 x 1000 x 1000 mm approx. Weight of the consignments will be in the range of few grams to 3000 kg approx. Suggestive sketches for packing cases are attached at Annexure-1 (<0.2 CMT) & Annexure-2 (0.2-1 CMT). G.I. Sheet is to be provided & covered with the wooden packing boxes outside area wherever applicable. The G.I. sheet shall be in the scope of the contractor. The length of the nails shall be chosen according to the following Table:

Thickness of the plank / beam (mm)	25	35	40	50	80	100
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3. For consignment volume exceeding 1 cubic meter (item no. 3), bolted wooden box shall be supplied where wooden planks shall be fastened with bolts of suitable sizes and reinforced with suitable runners. The packing box will consist of base, four side panels and top cover. Base, sides & top cover of the packing boxes are to be secured/ fastened with steel strips. The consignments of this nature will be in the range of 1000 x 1000 x 1000 mm to 2500 x 2000 x 2500 mm approx. Normally, Maximum weight of the consignments of this nature will not exceed 5,000 kg approx. However this is only indicative and weights of consignments can be on higher side. Suggestive sketches for packing cases are attached at Annexure-3 (1-2 CMT) & Annexure-4 (>2CMT). After placing the components in the packing cases, the components shall be properly fixed to arrest any movement during handling and transport. This shall be done by fixing wooden sections at proper places to arrest the movement and to distribute the load evenly in the packing case. Design of custom-made packing cases will be provided by BHEL as and when applicable during execution of contract. Sample sketches are attached at Annexure-5 & Annexure-6. However, Contractors are required to supply custom design cases based on consignment profile and dimensions even if packing case drawings are not provided to them. G.I. Sheet is to be provided & covered with the wooden packing boxes outside area wherever applicable. The requirement shall arise for all the export consignments, consignments for North-east and also for typical high humidity, high rainfall monsoonal conditions. The G.I. sheet shall be in the scope of the contractor. It may be noted that use of G.I. sheet shall be completely at the discretion of BHEL and the same will be extensively used. The specification of G.I. sheet shall be as per attached specification AA10166-R06. Minimum thickness of the G.I. sheet used shall not be less than 0.4mm. Suggestive sketch for packing cases with G.I. sheet are attached at Annexure-7.
 4. For turbine blades (item no. 4), wooden packing boxes shall be supplied with pigeon hole provisions for each blade. Suggestive drawings will be provided by BHEL during execution of contract.
 5. For consignment weights exceeding 5,000 kg (item no. 5), wooden side frames made of wooden planks or plywood (as instructed by BHEL) are to be built on steel transport fixtures reinforced by suitable runners and secured to cleats. Thereafter Top cover shall be constructed for closing the consignment. The consignments of this nature will be in the range of 1000 x 1000 x 1000 mm to 6000 x 4500 x 4000 / 12000 x 2000 x 2500 mm approx. Steel transport fixtures shall be in the scope of BHEL and will be provided by BHEL. Design of the same shall be made available to the supplier for building the frames during execution of contract. Weight of the consignments will be in the range of 5000 kg to 60000 kg approx. To withstand the sling crushing loads, the spacing between vertical runners should not exceed 750 mm and horizontal runners should not exceed 500 mm on side frames. However, the same should be discussed with respective packing section in charge for proper reinforcement. The runners in the top cover shall be inclusive of sling supports, to withstand sling crushing loads, while loading the consignments. Suggestive sketches for side frames / top cover & corresponding steel transport fixture (BHEL scope) are attached at Annexure-10 and Annexure-11 (BHEL scope) respectively. G.I. Sheet is to be provided & covered with the side frames & top cover outside area wherever applicable. The same should be discussed by the contractor with respective packing section in charge. The G.I. sheet shall be in the scope of the contractor.
 6. For fragile & delicate materials like precision instruments & valves(item no. 6), wooden Packing cases shall be supplied with expandable foam bags or any other cushioning material to cushion and prevent damage from shock, vibration and rough handling. Wherever voids appear, they shall be filled with cushioning material. The use of hay, straw, flax combinations, palm packing fibre or brown coconut fibre for packing material is not

permitted. The consignments of this nature will be in the range of 200 x 100 x 100 mm to 2500 x 1000 x 2500 mm approx. Maximum weight of the consignments will be 2000 kg approx.

7. Rotor assemblies of Turbines & Turbo-generators (item no. 7) shall be protected from any mechanical and / or water damage that may be reasonably expected during land, air or ocean transport. Special care shall be taken for primary sea worthy packaging of these equipments. Corrosion preventive substances/additives/agents/liquids like rust preventive oils, rust preventive powder, VCI cleaners ,VCI paper ,VCI bubble sheets and custom made VCI shrouds are to be provided to suit the requirements. Sea-worthy packaging Specifications GT51903-R00 and HY0490569-051 as attached shall be taken as a reference. The consignments of this nature will be in the range of 2000 x 1000 x 1000 mm to 12000 x 2000 x 2500 mm approx. Weight of the consignments will be in the range of 1000 kg to 50000 kg approx. Although the packaging is primarily required for packing of rotors, the same may be utilized for any other consignments wherever seaworthy packaging is necessary. The contractor has to obtain packing materials like HDPE Fabric, stretch film, Corrosion preventive substances/additives/agents/liquids like rust preventive oils, rust preventive powder, VCI cleaners, VCI paper, VCI bubble sheets and custom made VCI shrouds (VCI Rustopaper) from reputed manufacturers only. The contractor must declare the manufacturer of such materials after initial clearance for quality. In case of any change of manufacturer of the packaging materials, clearance to be obtained from Engineer in-charge with regard to quality before bulk supply begins from new manufacturer. A small trial lot sufficient for 10 equipments has to be provided by the contractor from that manufacturer for trial at the beginning of the contract and also when contractor changes the supplier of packaging materials after satisfactory feed back from BHEL's Customers only, clearance for bulk supply from the new manufacturer will be given by BHEL. Payment for trial packaging will be released by concerned officer after acceptance of the packaging materials i.e after satisfactory feedback received from customers or no complaints are received within 3 months from date of dispatch. If there is any complaint regarding change of grade due to negligence of packaging personnel and corrosion on surface due to inferior quality rust preventives & VCIs; a penalty equal to double the cost of packaging for each such equipment shall be imposed in addition to the recovery of compensation paid by BHEL to the customer who suffered due this.
8. Certain items like fabricated cannisters, fabricated deaerator assemblies, bundles pipes, channels, hydraulic drums & other loose items (item no. 8) are shipped bare or open without wooden packing boxes. Wooden saddles / stands / open crates / supports/ straps shall be supplied for suitable packing arrangements to enable mounting of these equipments on trailers. Also necessary packaging material shall be supplied for protection of projection of the equipment and prevention of damage of the material by sling wires at sling points. Maximum dimension of consignments of this nature will be 14000 x 4000 x 4500 mm approx. Maximum weight of the consignments will be 30000 kg approx.
9. VCI paper, Bitumen paper, thermo Cole, polythene sheets, bubble sheets & stretch films shall be supplied along with adhesive tapes to wrap all the contents of packing cases for prevention of rust and mechanical damage to the contents of the packing cases. This is a general requirement for all consignments even when packaging is not sea-worthy. Silica gel or any clay based moisture absorber sachets shall be supplied to contain moisture inside the packing cases. For the consumable, Specifications HY78133 (HDPE), AA 51408 (LDPE), AA51406 (VCI paper), AA 51412 (Adhesive tape), AA 51416 (Thermo Cole), AA 55619 (Silica gel) as attached shall be followed. All these consumables shall be in the scope of the contractor. Contractor in his own interest will arrange in advance sufficient quantity of good quality raw materials such as packing wood, nails, corner angles strips, wood wool, thermo-coal (thickness 25mm),LDPE in 0.175 mm thick and size: 3 x 50 Meters, Polythene covers, corrugated paper & boxes 5 ply, to specification IS; 2771, Bail strips (size width: 19mm, thickness: 0.46mm), insulation tape, HDPE Tarpaulin 200GSM, silica gel sachets to IS: 3401 or

- preferably DHF 555 Dehumidifiers and GI sheet of 0.4 mm thick and ensure best quality boxes are made and best quality packing is done. Failure in this regard will result in discontinuation of the contract and BHEL will employ or carry out the work through other Contractor or themselves and charges incurred on this account shall be borne by the original Contractor. Bail strips are to be clamped with BHEL monogram.
10. Packing wood shall be as per attached specification HY51463-R01. Neem, Maddi & Assam Pine may also be used. Minimum width of the planks used shall not be less than 100 mm. Also, minimum thickness of the planks used shall not be less than 25 mm.
 11. Plywood shall be as per attached specification AA51101. Minimum thickness of the plywood used shall not be less than 18mm. ISI mark certification for plywood is mandatory.
 12. MS angle brackets indicated in the packing case drawings shall be as per sketch No. Annexure-8. MS lifting angles indicated in the packing drawings shall be arranged by supplier as per sketch no. Annexure-9.
 13. The packing boxes & wooden side frames of different sizes will be supplied based on the packing requirement of the respective shops and stores. The contractor will maintain close liaison to assess the requirement of the packing boxes. The packing boxes will be supplied within 24 hours after the information is given to the contractor for the supply of boxes.
 14. Preliminary inspection of the boxes and side frames will be carried out on receipt of the boxes / frames at BHEL. Final inspection will be done by BHEL after the packing has been completed. The packing boxes / side frames should be guaranteed for safe packing, handling & transportation up to the destination. The Supplier shall ensure that all wood and timber used for packaging is free of bark and visible signs of insect or fungal attack. The Supplier shall further ensure that the wood and timber used for packaging is free of any toxic substances that may be harmful to the health of any person coming into contact with the packaging during handling and disposal. If the wood used for packing boxes / frames is found inferior in quality or workmanship for the packing boxes / side frames found to be shoddy, then the contract price or prices of such items will be recovered from the Supplier, if payment had already been made to him. Otherwise the Supplier will not be entitled to any payment whatsoever for such items. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by BHEL.
 15. The packing boxes will be marked with (writing on the box) the consignee address & other details as provided by BHEL. Ply wood sheets (8 x 800 x 600 mm approx.) or GI sheets (0.4 x 300 x 300 mm approx.) as required are to be used for marking / addressing of open items (item no. 8). Marking of addresses on all cases shall be stenciled in indelible Ink or paint for shipping marks as directed by Packing In-charge of the respective sections. All the markings required to indicate proper handling of the cases during transit shall be provided. Metallic pouches are to be supplied and nailed to the packing cases to protect the packing list copies which will be kept outside the packing cases.
 16. For item nos. 1,2,3,4 & 6 of the scope of work, billing of packing boxes will be done on the basis of the volume of the consignment as determined from dimensions indicated in the packing list generated (Rs per cubic m). For item no. 5 of the scope of work, billing of side frames will be done on the basis of the total surface area (all sides & top but except bottom since supported on steel transport fixture provided by BHEL) of the consignment as determined from dimensions indicated in the packing list generated (Rs per square m). Except for sea-worthy packaging material & open items i.e. for item nos. 7 & 8, charges for all other consumables like GI sheets, VCI additives, LDPE/HDPE sheets, silica gel, thermo Cole, nails, studs, bolts, ink, paint for marking etc. shall be included in the rates quoted for packing boxes and frames by the bidders. Billing for sea-worthy primary ROTOR packaging material i.e. for item no. 7 will be done on the basis of the total surface area of the consignment as determined from the dimensions indicated in the packing list generated (Rs per square m). Billing for packing material for bare or open items i.e. for item no. 8 will be

done on the basis of the nos. of packing lists generated for open items (Rs per no.). Accordingly for item no. 8, flat rate for material shall be quoted by the bidders per item irrespective of the size, weight of the consignment.

17. Although the principal requirement of contractor shall be to cater to packing requirement of Pumps, switchgear & DD-DS items, the contractor shall also supply packing cases & side frames for other shops and requirements as and when applicable.
18. Contract prices shall be firm till execution of contract.
19. Rates quoted shall include all royalties, terminal taxes, octroi duties, central or provincial excise tax, sales tax, cess and any other taxes leviable under the state or central government rules. However, service tax shall be payable extra as applicable.
20. The packing boxes, packaging material & construction material for side frames shall be supplied FOR, BHEL R.C.Puram.
21. Payment including Excise duty & CST/VAT will be made against packing list only. Payment will be made through EFT.
22. Payment shall be made within 30 days of receipt of invoice by BHEL subject to its completeness and correctness and against packing list.
23. The delivery of the packing boxes shall be made within 24 hours of informing the contractor about the requirement. Failure to supply the boxes in time as per the delivery specified would make the vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the order value per week subject to a maximum of ten percent (10%) of the order value.
24. Invoices shall be issued by the supplier in the name of the purchaser.
25. The invoices shall contain the information regarding Item no., quantity and description of items, Gross amount payable and net amount payable, Taxes and duties payable, Tax Registration Nos. etc.
26. The documents shall be presented by the supplier to the purchaser for drawing payment are Signed commercial invoice in quadruplicate, LR (or equivalent document), Delivery challan against respective Packing list.
27. Dispatch instructions of the consignee shall be as follows: - Manager / CDC, Central Despatch Cell, Bharat Heavy Electricals Limited, R.C.Puram (AP), PIN - 502032.
28. Presently, no repository store is available to hold the stock of the contractor material. However, the contractor may store the material at his own risk near the location identified by BHEL. The Contractor shall see that delivered materials are immediate usable.

B. Packing & addressing of wooden packing cases , side frames & Rotor packaging with primary sea-worthy packaging material:

1. All packing shall be done as per attached specification as per code of packing practice detailed in the attached specification HY0490572-R01.
2. Seaworthy packaging for export consignments shall be done as per attached specification GT51903-R00 & HY0490569-R05.
3. Packing shall be properly and solidly made to afford the goods protection from any mechanical and/or water damage that may be reasonably expected during ocean, land, or air transport (as appropriate). Equipment sensitive to water damage shall be protected to preserve it in a dry state for up to 1 year during transport, storage and installation when subject to typical high humidity, high rainfall monsoonal conditions. The packing shall be

such that damage will not occur to the packed goods by tilting, displacing, swinging, vibrating, lifting, escaping, compression or any other shipping hazards.

4. The crushing stresses of slings shall be completely resisted by members in the top and side diagonals or side runners in the cases and by the plywood in plywood sheathed cases. Correct nailing of the packing boxes as they are fabricated and using enough bolted fastenings in assembling panels into a case should insure adequate strength to resist vibration and other stresses.
5. Base, sides & top cover of the packing boxes are to be secured/ fastened with steel strips Nails of suitable diameters shall be used for nailing down the various parts of packing cases, keeping in view rigidity of the whole frame and safety of the contents. The nails are in supplier's scope. The nails shall be staggered at equal pitches and shall be well clinched along the grain of the timber. After placing the components in the packing cases, the components shall be properly fixed to arrest any movement during handling and transport. This shall be done by fixing wooden sections at proper places to arrest the movement and to distribute the load evenly in the packing case.
6. Prior to packing, all goods, equipment and materials shall be checked internally and externally to ensure that they are free from all weld spatter, scale, rust, filings, dirt, etc., as well as foreign materials.
7. Loose items shall be packed by wrapping with VCI paper, polythene sheet / polythene covers, binding wire where ever required. Same procedure shall be extended for sub assemblies also. Extra wooden supports of 50 X 80 mm and 80 X 100 mm in required lengths are to be provided after keeping the product in the packing cases and openings of the product are to be closed with 12 mm ply wood sheet where ever necessary.
8. All openings shall be covered or plugged with substantial (12mm thick minimum) plywood or metal enclosures that are securely fastened.
9. For primary rotor packaging (item no. 7), seaworthy packaging shall be done as per attached specification GT51903-R00 & HY0490569-R05. Rust and pit marks are to be removed first by using Wire brush & Emery sheet of different grades. Compressed air / hot air are to be used to remove loose dust. Rotor to be cleaned with VCI cleaning Media to remove finger prints, dirt etc. deposited on them. Rust converter to be used to convert the rust into a primer like protective coating, where rust is not removed with initial surface preparation. Transparent alkyd based VCI Rust Preventive oil is to be applied on all such cleaned machined areas and allowed to dry. It can also be applied as top coat to Rust Converter. Compressor Rotor blades should be wrapped by using bubble sheet to protect the blade and at the same time have some cushioning effects. It should be ensured that the additional care is taken while wrapping the bubble sheet. VCI Rust powder pouches and Dehumidifier pouches shall be laid uniformly in combination to condition / control the humidity level inside the enclosure. Silica gel pouches shall be avoided. Finally as a matter of precaution, VCI shroud with EYE-LET arrangements made out of multi-layered covers shall cover the whole equipment. Stretch films are to be wrapped manually, with 50% overlapping while slowly turning the rotor Journals and onward until the end of the shaft.
10. The contractor will carry out the packing of consignments – stacking, wrapping the polythene sheet, bubble sheet & VCI paper, stud fixing, fixing the side panels, top cover, securing with steel strip, marking etc. using only the hand tools. However, electric power, handling facility, crane, fork lift etc. will be provided by BHEL as per the requirement.
11. The contractor will carry out the packing work in the BHEL premises at location identified by BHEL.
12. The contractor will have to maintain liaison & organize the resources in a manner that the packing of the items is completed in two days time, after the despatch consignments are made available at CDC.

13. For item nos. 1,2,3,4 & 6 of the scope of work, billing of packing activity will be done on the basis of the volume of the consignment determined from dimensions as indicated in the packing list generated (Rs per cubic m). For item no. 5 of the scope of work, billing of packing activity will be done on the basis of the total surface area determined from dimensions (all sides & top but except bottom since supported on steel transport fixture provided by BHEL) determined from dimensions of the consignment as indicated in the packing list generated (Rs per square m). Billing for sea-worthy primary ROTOR packaging i.e. for item no. 7 will be done on the basis of the total surface area determined from dimensions of the consignment as indicated in the packing list generated (Rs per square m). Billing for packing of bare or open items i.e. for item no. 8 will be done on the basis of the nos. of packing lists generated for open items (Rs per no.). Accordingly for item no. 8, flat rate for packing shall be quoted by the bidders per item irrespective of the size, weight of the consignment.
14. Rates quoted by the bidders shall include all royalties, terminal taxes, octroi duties, central or provincial excise tax, sales tax, cess, transportation, insurance or and any other taxes leviable under the state or central government rules. However, service tax shall be payable extra as applicable. Service tax shall be separately included in the price bid schedule with the ruling rate. Service Tax will be reimbursed wherever applicable, at actual including variation, if any, up to contractual completion period, on production of documentary evidence.
15. After all the components are properly packed and the box closed, the following data shall be marked on at least two opposite sides of the case with a water proof black paint. For open items, markings are to be done either on ply wood sheets (8 x 800 x 600 mm) or GI sheets (0.4 x 300 x 300 mm) as required. The height of the characters shall be approximately 50/80 mm or as required. THE DATA TO BE MARKED:
 - (a) "B H E L" AND ADDRESS.
 - (b) COMPANY'S MONOGRAM.
 - (c) CONSIGNEE'S FULL AND CORRECT ADDRESS.
 - (d) IDENTIFICATION NUMBER OF THE CASE.
 - (e) ROUGH DIMENSIONS OF THE CASE IN CMS.
 - (f) NET WEIGHT AND GROSS WEIGHT OF THE CASE.
 - (g) POSITION OF SLINGS FOR HANDLING.
 - (h) INDICATION OF THE TOP OF THE CASE (BY ARROW, UMBRELLA ETC)
 - (i) NAME OF THE CONSIGNMENT (e.g." INSTRUMENT PANEL, "MISCELLANEOUS". ETC)
 - (j) COLOUR STRIPS CODIFICATION, WHEREEVER APPLICABLE.
 - (k) STORAGE INSTRUCTION CODE (DENOTED BY LETTER P, Q, R,S ETC)
 - (l) MADE IN INDIA.
16. Payment shall be made within 30 days of receipt of invoice by BHEL subject to its completeness and correctness and against packing list.
17. Failure to pack the boxes in time as per the delivery specified would make the vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the order value per week subject to a maximum of ten percent (10%) of the order value.

MEASUREMENT OF WORK AND PAYMENT THEREOF

- 1) A Measurement Book will be maintained in the BHEL by CDC Department located at 03 Bldg. The Contractor, wherein he or his authorized representative, will submit bill based on quantities completed entries in the measurement book.
- 2) The designated employee of the Unit will inspect the work executed by the contractor and authenticate the entries made in the measurement book.

- 3) Short comings, if any, in the work executed will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within two days to the satisfaction of the designated employee.
- 4) Payment towards work satisfactorily executed will be made to the Contractor at the following rates :-

Measurement of work will be as per Annexure-F (price schedule for the work of Contract for Supply of packing cases, side frames and rotor packaging material and loading, packing & addressing at CDC for the year 2011-13).
 - i) Payments will be made to the contractor on prorata basis at frequent intervals after satisfactory completion of work on the basis of work carried out by him.
 - ii) All payments will be subject to deduction of income tax at source as per Income Tax Rules.
- 5) Any future wage raise on account of DA Increase/ Wage revision by Central Government shall be met by the contractor himself. BHEL will not reimburse the differential in rate of DA or Wages.

SPECIAL INSTRUCTIONS:

- 1) If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid. Bidders are required to furnish a copy of Power of Attorney in favour of the signatory if the tender is submitted on behalf of a firm/Company.
- 2) The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
- 3) Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender " (Ex. Manager (CDC)) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
- 4) Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority. The quantities mentioned in the tender notice and given in the tender schedule (price bid) are worked out based on our tentative production programmes. The average rate of quantities per month considering that the total requirement mentioned in the tender is for two years are indicative only. The average rate to be consumed may increase or decrease.
- 5) Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender (Techno-commercial bid) or 60 days after date of reverse auction whichever is later. After submitting the tender, he will not recall his offer or modify the terms and conditions

thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.

- 6) Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
- 7) The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid in which case tenders are liable for rejection.
- 8) The tenderers must satisfy themselves by personal study understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above
- 9) Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
- 10) The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
- 11) The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract.

**GUIDELINES AND STATUTORY PAYMENTS FOR SUBMITTING TENDERS FOR
WORKS AS PER EXISTING INSTRUCTIONS.**

Refer BHEL Circular No. HR/IR/CL/DA/10 dated 24.08.2011 regarding revised daily wages in respect of contract labour w.e.f. 01.04.2011, which is the basis for arriving minimum wages for contract labour in Rupees as mentioned below:

<u>Category</u>	<u>Daily Wage Rate</u>	<u>Daily Unit Rate</u> (Incl. Bonus, PF, ESI, DA incr., PPE, Uniform)
USW	Rs.327.65	Rs.526.90
SSW	Rs.358.30	Rs.558.48

- i) Leaves and Holidays
11 days paid holidays / per year
18 paid leaves / per year.
- ii) P F and E S I contributions wages
PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.
- iii) Contractor shall provide two (2) pairs of uniform, helmet, shoes, goggles, and gloves, washing soap, summer cap etc., other personal protective Equipments wherever applicable to their labour.
- iv) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor; contractor shall anticipate such hike and quote in the tenders.
- v) Bonus @ 20% minimum (i.e. 8.33% minimum bonus + 11.67% adhoc amount) or as per statutory requirement/Bonus Act 1965.

(SPECIAL CONDITIONS – SAFETY)

- 1) The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
- 2) The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
- 3) The contractor shall keep a supervisor always at work site.
- 4) Power shut down shall be taken before commencement of the work wherever power cables are running.
- 5) Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Rs. 2,00,000/- (Rupees two lakhs only) Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.

EMD is to be collected in cash (as permissible under Income Tax Act), Pay order or Demand Draft only.

One time EMD (lump sum amount) for exemption from payment of EMD is permitted.

BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful bidder.

- a. After opening of Tender, revokes/ withdraws his tender within the validity period revises/ alters his earlier quoted rates/ conditions.
- b. Fails to communicate unconditional acceptance of Letter of Intent.
- c. Fails to submit 50% of the total Security Deposit before start of work.
- d. Fails to start the work as may be indicated in the Letter of Intent.

SECURITY DEPOSIT

Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	:	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	:	1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

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

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

- a) Cash (as permissible under the Income Tax Act)
- b) Pay Order, Demand Draft in favour of BHEL.
- c) Local cheques of scheduled banks, subject to realization.
- i) 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).
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The

balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- iii) 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.
- iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

RETURN OF SECURITY DEPOSIT :

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to passing of final bill and completion of guarantee period.

The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

Provident Fund

The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

In case the labour 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.

After termination of contract the contractor shall provide due assistance to the labour 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 labours.

P.F. CONTRIBUTION:

Employee's Contribution	Employer's Contribution
12% of Normal waged paid	PF Contribution 3.67%
Insp/Admn Charages 1.10%	
Admn/Insp Charges 0.01%	
Pension Fund 8.33%	
EDLI Charges 0.5%	

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

Employees State Insurance

The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.

The contractor shall collect the identity card issued after submission of registration form, from ESI office and handover the card to the concerned labour.

ESI CONTRIBUTION :-

Employee's Contribution	Employer Contribution
1.75% of gross wages	4.75% of gross wages

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

Bonus

The contractor shall pay 20% bonus (i.e. 8.33% minimum bonus + 11.67% adhoc amount) to contract work force as per IR circular, dated 30.01.10. The contractor shall be liable to pay statutory bonus (i.e. 8.33%) under Payment of Bonus Act, 1965. However, BHEL shall be liable to pay to the contractor only an amount equivalent to the ex gratia ad hoc (i.e. 11.67%) existing for the period under consideration. This has to be included in the daily unit rate as extra. This reimbursement shall be made by BHEL only after production of sufficient/satisfactory proof of payment of bonus. However, implication of maximum bonus (i.e. 20%) shall be considered in the price bid.

Penalty clause: 0.50 % of the gross value of work will be levied for every week's delay by the agency subject to a maximum of 10 % value of the work for the above work.

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)
Ph No.23183292/23184891, e-mail: koushik@bhelhyd.co.in
(Central Despatch Cell)

Ref No.: HY/CDC/OS/10/002

Date: 08.09.2011

TENDER NOTICE

ANNEXURE-E

Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS, Switchgear items, primary sea-worthy rotor packaging material for TCGT, TG rotors and loading of items in cases, enclosures, packing and addressing at CDC for the year 2011-13.

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATION IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE SITUATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE-F

PRICE BID SCHEDULE

Description of work: Supply of wooden packing cases, wooden side frames / panels for Pumps, DD-DS, Switchgear items, primary sea-worthy rotor packaging material for TCGT, TG rotors and loading of items in cases, enclosures, packing and addressing at CDC

Sl. No	Item description	Unit of measurement	Qty for 2 years	Scope of work	Rate per Unit Rs.	Line item total (Qty* unit rate)	Line item total in words
					Rupees	Rupees	Rupees
1	Nailed wooden packing cases (vol <1 CMT)	Cubic m	1800	Supply			
				Loading, Packing & Addressing			
2	Plywood packing cases (vol <1 CMT)	Cubic m	1000	Supply			
				Loading, Packing & Addressing			
3	Bolted wooden packing cases (vol >1 CMT)	Cubic m	7500	Supply			
				Loading, Packing & Addressing			
4	Pigeon hole packing cases for turbine blades	Cubic m	60	Supply			
				Loading, Packing & Addressing			
5	Wooden side frames & top cover (wt >5 tonnes)	Square m	18000	Supply			
				Loading, Packing & Addressing			
6	Packing cases with foam for instruments	Cubic m	600	Supply			
				Loading, Packing & Addressing			
7	Primary sea worthy packaging for Steam turbine / Turbo-generator rotor assemblies	Square m	7000	Supply			
				Loading, Packing & Addressing			
8	Open items	Nos.	2200	Supply			
				Loading, Packing & Addressing			
Total bid value (Grand total, Rupees in figures & words) =							

NOTES

1. Bidder shall quote basic price and Service tax separately. Bidder shall also mention the service tax percentage. The basic price includes all taxes and duties including royalties, terminal taxes, octroi duties, central or provincial excise tax, sales tax, cess and any other taxes leviable under the state or central government rules except service tax. Service tax shall be paid to the vendor after providing sufficient proof of its payment.
2. Bidders have to give details of taxes and duties taken for arriving of the all inclusive prices for our reference only. However, this no way dilutes the clause mentioned above that the price quoted shall be all inclusive of taxes.
3. Lowest quotation (L1) shall be determined on the basis of the total cost (total cost of all tendered items put together arrived at rate per each item multiplied by the quantity for each item) to BHEL only. Tender priorities will be decided taking the whole tender as one package but not item wise. Hence total value shall be indicated clearly in the offer. However, unit rates of each item also should be individually mentioned as per the price bid schedule. Offers without unit rates mentioned therein shall be rejected.
4. BHEL reserves the right to negotiate even with L1 tenderer, in case the overall L1 value quoted is not reasonable and/or to obtain Lowest reasonable rates individually for all the items.
5. Only one tenderer i.e., L1 tenderer will be awarded the contract based on lowest value treating the whole tender as one package.
6. Bidders shall quote the rates of items strictly as per unit of measurements mentioned in the price bid schedule.
7. Prices quoted shall be valid for 90 days from the date of opening of techno-commercial bid or 60 days of date of reverse auction whichever is later.
8. Rates quoted in figures and words shall be identical. Where there is a discrepancy between the price quoted in figures and in words, the price in words will prevail. Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the higher of the two figures (unit or the line item total) will be considered for evaluation. However in case of placement of order, the lower of the two figures (unit or the line item total) will be considered.
9. The rate quoted should be kept firm and valid for a period of two years and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor himself during the period of contract.
10. The rate shall include all necessary personal protective equipment, like helmet uniform, shoes goggles, hand gloves etc for the workmen engaged by him.
11. All the Statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

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Ref No.: HY/CDC/OS/10/002

Date: 08.09.2011

CERTIFICATE

THIS IS TO CERTIFY THAT I/WE HAVE READ THE TERMS AND CONDITIONS OF THE TENDER AND AGREE FOR ALL THE CONDITIONS IN TO WITH OUT EXCEPTION INCLUDING PENALTY CLAUSE, PAYMENT OF SECURITY DEPOSIT, ETC. THE RATES QUOTED ARE ALL INCLUSIVE OF TAXES, DUTIES AND ALL OTHER ALLOWANCES, STATUTORY BONUS AND DA (VARIABLE AT AN INTERVAL OF 6 MONTHS AS PER CENTRAL GOVT. NOTIFICATION) PAYABLE FOR ALL THE EMPLOYEES DEPLOYED AS PER LABOUR LAWS AND ARE FIRM DURING THE PERIOD OF CONTRACT.