



**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
WORKS CONTRACT MANAGEMENT DEPARTMENT**

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NOTICE INVITING TENDER	
Tender Notice No	975524001E
Nature of work	Product Material Preparation at LSF yard, inside BHEL BAP Ranipet premises including Transportation.
Type of tender	Open tender (Two part bid)
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	Not Applicable
Tender download start date	03.05.2024
Last date & Time for Receipt of the Tender	14.05.2024 at 10.00 Hrs.
Date of Technical bid Opening	14.05.2024 at 16.30 Hrs. onwards.
<i>(Please obtain updated information from the https://eprocurebhel.co.in/nicgep/app website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid/ Reverse Auction.
Submission of Tender	Online submission through BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Note: 1. The Tender documents can be down loaded from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/tenders). 2. BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. 3. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only. 4. Bidders shall keep themselves updated with all such developments. 5. BHEL Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. 6. BHEL will finalize the contract through Reverse Auction. 7. Contract shall be awarded to two vendors (maximum) in the percentage ration of 60:40. 8. Bidders have to submit their offers through BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app only.	

PREQUALIFICATION REQUIREMENT

1. Firms located within Tamil Nadu at a radial distance of 350 Km from BAP, Ranipet and should have working experience in Steel Fabrication Works for a minimum period of ONE year during the last 7 years ending last date of month previous to the one in which tender floated.
2. Vendor should submit self-attested any one recent Job-Work-Order/ Purchase order copy executed by them and PO completion certificate/ Payment receipt.
3. The vendors have to submit the duly filled Annexure-F for evaluation.
4. The average financial turnover of the contractor during last 3 years out of last 5 financial years (beginning from 01.04.2019 -31.03.2024) should be at least 44 lakh. While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.
5. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for 5 years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below: -
 - a) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).
 - b) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).
 - c) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).
6. For MSE / start up vendors, financial soundness is exempted. However, due to criticality and safety of jobs which are required for Power plants, there is no exemption given for work experience.

Scope of Contract

Vendor Scope

1. Processes:

- a. Raw material collection
- b. Marking, Cutting & Edge preparation
- c. Fitting & Welding as per Drawing/QWIs.
- d. Drilling of holes as per Drawing/QWIs.
- e. Trial assembly wherever involved
- f. Handling during the manufacturing using mobile cranes
- g. Movement of Raw material and finished goods
- h. Raising Inspection calls and offering to Inspection agency/QC/Customer
- i. Return of any balance offcut material / Scraps to BHEL Stores.
- j. Rectification of raw materials such as straightening etc., if applicable
- k. Submission of MAS for completed jobs.

2. Equipment:

- a. Welding equipment and accessories
- b. Gas cutting set
- c. Electrode baking oven, Thermal flask
- d. Angular grinding machines, Portable drilling machines as required
- e. Mobile crane (min 1 nos. with 10 T Capacity each)
- f. Tractor and trailer for material movement
- g. Measuring instruments and facility for weld testing

3. Consumables:

- a. All consumables for welding as stipulated in the Drawing/QWIs/Welding Procedures and to be sourced from BHEL approved list of Vendors. (except for rate schedules involving special electrodes)
- b. Grinding wheels, drill bits
- c. PPE for workmen
- d. Tools required for fitting and welding
- e. Any other consumables required to perform the job

4. Manpower:

- a. Successful vendors have to deploy sufficient manpower to complete the work load.
- b. L1 vendor has to deploy 29 workmen on an average and shall be able to complete 230 MT per month.
L2 vendor has to deploy 19 workmen on an average and shall be able to complete 155 MT per month.
- c. In case, the total work is awarded to one vendor, then vendor has to mobilize 48 workers on an average.
- d. However, the vendor has to increase or decrease the manpower based on the available load, material matching and delivery requirement of BHEL.

5. Dos and Don'ts:

- a. Keep workplace clean and free from unused material such as fasteners, plates, any metal pieces, packing covers, discarder grinding wheels, welding electrode bits, etc.

- b. Handle material carefully and store material such as actuators/seals/cladding sheets at designated place.
- c. Never use damages electrical cables, switches etc.
- d. Never use damaged LPG/O2/pneumatic hoses and use leakages proof couplings.
- e. Use only qualified rigger and mobile operator for operating cranes.
- f. Use mobile crane only in proper working condition.
- g. Stack the material/scrap only at designated place in arranged manner.

BHEL Scope:

- a) Providing Open-Yard space,
- b) Electrical Power and compressed air will be made available at free of cost.
- c) Sufficient number of Plug points will be provided for connecting welding machines, grinding/drilling machines
- d) Raw materials free of cost
- e) Prepared materials like Plates with rolling/bending/Cut-to-size as specified in the scope of work against each rate schedule
- f) Handling facilities for loading/unloading of gate assemblies on the test stands.
- g) Providing Test actuators for gate

DETAIL SCOPE OF WORK

1 SCOPE OF CONTRACT:

Collection of raw materials issued free of cost from BHEL Stores/Shop, conversion of semi finished components for various products of BHEL/Ranipet, in accordance with the drawings/QWIs/Plans furnished, inside the Factory premises, for the components listed in the **Annexure-I**. Any additional items/components with the rates shall be added to Annexure – I by mutual acceptance during the contract period. You may please quote your Unit Rate for all items in the Rate Schedule of this enquiry subject to all terms and conditions prescribed below. The quoted Rate shall remain firm and not subject to any variation / escalation on any account during 12 months period of the contract. The scope is including material handling for these works to be considered.

- 1.1 Processes:
 - I. Raw material collection
 - m. Marking, Cutting & Edge preparation
 - n. Fitting & Welding as per Drawing/QWIs.
 - o. Drilling of holes as per Drawing/QWIs.
 - p. Trial assembly wherever involved
 - q. Painting & stenciling
 - r. Handing over at Shop floor/Shipping/Any other place identified by BHEL.
- 1.2 All consumables for welding as stipulated in the Drawings / QWIs / Welding Procedures and as per our approved list of Electrodes and Vendors.
- 1.3 Splicing of structural, plates and sheets with prior permission from our Site Engineer.
- 1.4 All NDT wherever called for in the Drgs/Quality Work Instructions.
- 1.5 Trial Assembly as called for in the Drawings / QWIs or by the inspecting Authorities.
- 1.6 Unloading and storage of raw materials.
- 1.7 Handling equipments including cranes, Trailors etc. for movement of raw materials & handing over of semi finished goods.
- 1.8 Return of any balance materials / Scraps to BHEL Stores.
- 1.9 Rectification of raw materials such as straightening etc., if any, as applicable.
- 1.10 Transport facilities for movement of finished products from/within LSF yard as per requirement.
- 1.11 Transport facilities for movement of prepared materials and for intermediate process at BHEL shop.

1.12 BHEL's Assistance:

- (a) Handling facilities for loading/unloading of gate assemblies for blade movement tests on the test stands.
- (b) Providing Test actuators for gate blade movement tests .

For all the "Part Processing (PP) components" such as gate & damper frames, gate & damper assemblies, gratings, stay/shell/diaphragm plates etc completed at LSF yard will be transported to our shop floors / painting yard / shipping etc by BHEL's tractor – trailers; movement of gate assemblies between test rigs, LSF / painting yard & shipping also will be done by BHEL free of charges. For cores, suction chambers, shell with flange, damper flaps, ducts, centre section & connecting plate assemblies, conventional rotor & diffusers, bending/rolling/pressing will be carried out at BHEL Shop. However, marking for bending/pressing are in the scope of Contractor.

- 1.11 Loading/unloading of all the finished goods, semi-prepared materials and raw materials to/from the trailers at LSF yard will be done by the contractor within the quoted rates

2. DESCRIPTION, QUANTITY, VALUE AND DELIVERY REQUIREMENTS:

The tentative quantities of components to be delivered are indicated in the Rate Schedule, For executing these quantities, P.O. addenda will be forwarded to you from time to time during currency of the contract with details of scope of fabrication, issue of material list (IP) detailing the raw materials to be supplied by BHEL. List applicable drawings, Customer approved Quality plan requirements, etc will be released from time to time with respect to each addendum. The P.O. addenda will be placed in a phased manner subject to the availability of potential during the above period and also depending upon the performance such as:

- a) Collection of raw materials in time
- b) Manufacture according to our plan / requirements
- c) Meeting quality requirements and sequential and timely handing over.
- d) Accounting of materials.
- e) Submission of reports called for then and there.

3. The quoted Rates shall include all consumables and operations called for as specified in Clauses 1.1 to 1.11. The rate shall include one coat of red oxide painting of all part processed items to be delivered and stacked.

4. In detail, the quoted rate shall include the following:

- (a) All consumables for welding as stipulated in the drawings / QWIs / Welding procedures.
- (b) All other consumables viz. Gas, Grinding wheels etc
- (c) Trial assembly as called for in the drawing / QWIs.
- (d) Splicing, welding, etc. of structural, sheets and plates wherever required.
- (e) Rectification of raw materials/semi-finished items such as straightening, bend/twist removal, etc. if any, applicable.
- (f) Non-Destructive Testing (NDT) charges of LPI wherever called for in the drawings/QWIs.
- (g) MPI testing of welds at Quoted rate,
- (h) Return of balance materials (off cut/scrap), if any, to BHEL Stores.
- (i) Offering the jobs for inspection to BHEL or its authorized Inspection Agency.
- (j) Wherever Customer inspection is involved, Contractor shall offer to the Customer after final inspection by BHEL/BHEL authorized agencies.
- (k) Protection of Machined /threaded areas to avoid physical damages while handling and transportation and storage.

5. PAINTING:

- 5.1 The semi-finished fabrications (Part Processing Components) shall be cleaned by hand / power operated wire brush, marked with proper identification (punch/stencil) shall be handed over to LSF for dispatch.
- 5.2 For gate & damper frames, gate & damper assemblies, APH duct parts, centre section, connecting plate trial assembly, cut to size items, suction chamber & diffuser, bullets, housing core, conventional rotor the required primer painting and finish painting will be done by BHEL as required.

6. RAW MATERIAL ISSUES & ACCOUNTAL:

- 6.1 The weights in GMS (Group Manufacturing Specification) / Drawings will be the basis for accounting of the raw materials issued. The raw materials will be issued with a process allowance of 2% for sheets, 2% for plates and 1% for structurals. This includes an invisible wastage for sheets and plates and structurals (beam, channel, angle, rods, pipes, packing etc.).
- 6.2 Raw materials will be issued with necessary allowances as above shall be collected by the fabricator from BHEL/Ranipet stores.
- 6.3 An invisible wastage of 1% for structurals /rolled sections and 2% for plates/sheets will be allowed over and above the net weight of components.
- 6.4 The material rejected as PDO (Part disposition order) due to faulty workmanship will entail recovery of the cost of prime material as in para 6.7.
- 6.5 The material rejected as PDO due to reasons other than faulty workmanship shall be returned to BHEL failing which, recovery will be made as per para 6.7.
- 6.6 The materials supplied by BHEL shall be properly utilized as per the Drgs / QWIs in order to meet the design and quality requirements of the work. Hence, economic cutting plans are to be submitted for approval within 15 days from material collection in any of the following cases:
- Wherever the issued quantity is insufficient owing to shape/size.
 - Excess issue against demanded quantity wherein the excess quantum is more than off cut norms.

However, in working out such economic cutting plans, it is to be ensured that the details as prescribed in the QWIs shall have to be adhered to. After the approval of the cutting plans, any balance available from the issues made either in original or in supplementary shall be returned to our Stores . The cutting plans as approved by us shall be kept at your premises and to be made available wherever required by BHEL officials . More over, for other cases also, cutting plans are to be made available as and when demanded by BHEL officials or their representatives. It should also be ensured that the jobs shall be as per the approved cutting plans.

Whenever work is done without proper approved cutting plans, any loss of material arising due to the same will be recovered along with the departmental / financing charges as in para 6.7 below.

- 6.7 Failure to return the prime/off cut material will entail recovery of the value of material fixed from time to time by BHEL plus departmental /financing charges fixed from time to time.
- 6.8 **SCRAP/OFF-CUT NORMS FOR CS MATERIALS :**

SI	Description	Scrap Size (mm)	Off Cut Size (mm)
1	CS/AS Sheets & Plates	Below 500 X 250	500 X 250 & above
2	Rolled Sections Including Structural(other than CS/AS rods upto dia 40mm/tubes/pipes): Length	Below 1000	1000 & above
3	CS/AS Rods greater than dia 40mm, RHS, SHS, Tubes and Pipes: Length	Below 500	500 & above
4	Big Size scrap Length x Breadth CS/AS	(2500 & above)X (150-249)	-----
5	WSTE/NAXTRA Materials.	Below 500 x 250 Below dia 350	500 x 250 & above Dia 350 & above

- 6.9 **SCRAP DISPOSAL :** All Scraps generated/accumulated are to be removed periodically or as indicated by BHEL from the site to the disposal area as indicated by BHEL .
- 6.10 P.O. wise balance materials (prime/offcut/PDO/scrap/cut bits/Big size etc.) shall be properly accounted and returned to BHEL stores once in a month or as indicated by BHEL.
- 6.11 Material accountal for the jobs executed are to be done by the Contractor, in the form of "Material Accountal Statements" as per the BHEL norms.

- 6.12 On acceptance , the “Material Accountal Statements” will become “Final Material Accountal Statements(FMAS).
- 6.13 Any failure to return scrap / offcuts / Big size / prime / PDO materials will entail recovery of the value of the materials plus departmental / administrative charges fixed from time to time. Along with applicable taxes, duties & levies from running bills or other means.

7. TECHNICAL REQUIREMENTS :

- 7.1 The Components fabricated shall strictly conform to dimensions and tolerances indicated in the Drawings. Care must be taken to strictly adhere to the “NOTE” given in the Drawings. It must be ensured that correct dimensions and deviations, if any are recorded properly in the D.R.(Dimension Record) books and the same shall be made available to BHEL officials or their authorized agencies.
- 7.2 Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification. The welder qualification shall have to be done by QC/BHEL or by their authorized agency.
- 7.3 Only the right kind of electrodes shall be used as called for in the Drawings.
- 7.4 Any other work carried out other than the requirements of Drgs/QWIs shall have the prior written approval of BHEL.
- 7.5 Adequate facilities like welding equipments, baking oven, handling facilities as called for by us must be available. All the above equipments must be under working condition and the same be made available for verification by BHEL officials or their authorized agents.

8. INSPECTION :

- 8.1 Inspection shall be carried out by our Quality Control Department and/or by our customers and/or by an agency or persons authorized by BHEL/Ranipet at the place of works. All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the Contractor free of cost.
- 8.2 Semi-finished components are deemed to have been accepted as ready for delivery only after Inspection Report is raised by the Inspector/agency.
- 8.3 The instruments/gauges are to be calibrated as follows:
- Calibration status shall be displayed at Contractor's works. Calibration can be performed at either BHEL on payment basis or at any Govt. approved Labs acceptable to National Standards.

Sl. No. -----	Type -----	Periodicity -----
01.Measuring instruments/gauges		1 year
02.Limit Gauges		1 year
03.Temperature measuring gauges		6 months
04.Measuring Steel tapes		Once

9. DELIVERY REQUIREMENTS :

- 9.1 The semi finished fabrications are to be carried out as per the BHEL's Plan only and on acceptance by the BHEL's Inspector or by their authorized agency, shall be delivered to Shop floor/Shipping/Any other place identified by BHEL within the campus, as per instructions from time to time. The contractor is responsible for safe & timely deposition of semi-finished components.
- 9.2 The consignment should accompany with 3 copies of our Inspection Report and 3 copies of Your Delivery Challans.

10. PAYMENTS :

- 10.1 Monthly post payment shall be made against invoices supported by Delivery Challans(DC) acknowledged by OP&C/Shipping/Stores or Stores Receipt Voucher(SRV) and Inspection Report (IR) from our inspector/authorized agency.
- 10.2 Payments will normally be made within 45 days for MSE and 90 days for Non-MSE vendors after the receipt of valid invoices and supported by full set of necessary documents at Finance
- 10.3 Invoice shall be raised for the completed works, based on the Drawing weight/DU weight only as per Purchase order Annexure (Scope of fabrication).
- 10.4 No advance payment shall be payable by BHEL.

- 10.5 However, owing to substitution, if the effect of change is over (+) or (-) 5% of the material weight for the Contract, the cost for such a difference in the net weight shall be paid or recovered on pro rata basis.

11. PROGRESS REPORT :

The contractor shall from time to time tender such reports and also discuss with BHEL Engineers/ officials concerning the progress of the work and commitment as may be required by BHEL RANIPET. The submission, receipt & acceptance of such reports shall not prejudice the rights of BHEL RANIPET under the Contract nor shall operate as an estoppel against BHEL RANIPET merely by reason of the fact that they have not taken notice of / or objected to any information contained in such reports. Action as deemed fit will be taken if the progress of the work is not satisfactory.

12. LIQUIDATED DAMAGES :

- 12.1 The standard LD term at the rate of ½% per week or part thereof subject to a maximum of 10% of contract is applicable for this tender.

- 12.2 The delivery date stipulated in the Plan shall be deemed to be the essence of the Contract and delivery must be completed not later than the date as specified in the respective Plan.

(a) Where the Contractor supplied the semi-finished/finished fabrications beyond the delivery period specified, liquidated damages at the rate of 0.5 % of the value (conversion cost) of the assemblies delayed for each week or part thereof subject to a maximum of 10% value of the particular annexure /P.O. will be recovered from the supplier without prejudice to any other relief or compensation to the BHEL under any other conditions of the Contract. However, delivery extension is to be obtained by firm duly approved by BHEL for valid reasons and enclose the same with bills failing which LD will be levied automatically and no refund will be entertained.

(b) Further, BHEL will get these items fabricated elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the jobs not so delivered without canceling the Contract in respect of installments of fabrications not yet due for delivery or cancel the Contract or a portion thereof and, if so desired, fabricate elsewhere at the risk and cost of the Contractor.

13. GUARANTEE OF FABRICATION:

The contractor shall warrant that the conversion work comply fully with the drawings and other Technical conditions. If the jobs are found defective owing to faulty workmanship/Incomplete work within a period of eighteen months from the date of dispatch from the contractor's works, the contractor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered from the contractor.

14. ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP:

If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the Contractor.

15. COMPENSATION AGAINST DAMAGE OF PLANT AND MACHINERY/TOOLS & GAUGES:

- 15.1 BHEL reserves the right to claim & recover from running bills with notice, adequate compensation from the Contractor on account of any damage caused to the plant and equipment /actuators/ tools and gauges handed over to them for execution of work, due to careless handling or negligence on the part of the Contractor.
- 15.2 BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the Contract. BHEL shall also have the authority to reject all the works which do not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increase or decrease and to decide on the issues which arise in the execution of the work. BHEL reserves the right to claim whatsoever on this account will be entertained. In case of any dispute, the Contractor may appeal to BHEL whose decision shall be final and binding.

16. SUBLETTING :

The contractor shall not sublet or assign this Contract or any part thereof without the written permission of BHEL, subletting or assigning this Contract or any part thereof without such permission, the BHEL shall be entitled to cancel the Contract and to execute the conversion work elsewhere at the risk and cost of the Contractor and the Contractor shall be liable for any loss or damage which the BHEL may sustain in consequence or arising out of such conversion elsewhere and also cancellation / temporary suspension of further works.

17. TAXES :

- 17.1 The contractor is responsible for all taxes, duties and any levies whatsoever arising during the execution of the contract.
- 17.2 Income tax deduction and surcharge on IT at source at such percentage as prescribed in the Income Tax Act from time to time will be made on the value of the invoices in the absence of Income Tax Exemption Certificate by the concerned Income Tax Officer.

18. OTHER OBLIGATIONS OF THE CONTRACTOR :

- 18.1 The Contractor should possess a valid PF Code. ESI Code and IT Clearance certificate.
- 18.2 The contractor shall fully comply with the following enactments:
- Contract Labour (R & A) Act, 1970 and rules formed there under in TamilNadu state.
 - Wage Rates not less than that notified by State Labour Department from time to time.
 - Payment of Wages Act.
 - ESI Act, 1948
 - EPF Act, 1952
 - Workmen's Compensation Act, 1923.
 - BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
- 18.3 The contractor shall obtain License from the Competent Authority if he engages 20 (Twenty) or more workmen.
- 18.4 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 of 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 licencing 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 Contract Labour (CLX) section of HR department.

- 18.5 The contractor shall observe
- Weekly rest day
 - BHEL List of Holidays.
- 18.6 Contractor shall obtain complete bio – data, of the labour, employment certificate and Antecedent verifications in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the HR department/CLX section through the contract executing officers before commencement of the work

- 18.7 The contractor shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL HR department. Entry permits for the labour are to be issued by the contractor with contractors monogram.
- 18.8 Contractor shall submit a notice regarding commencement and completion of work in Form – VI A & B (Rule 25 (Viii) & 81 (3)) to HR department, CLX Section through his contract executing officer, for forwarding the same to State Labor Department.
- 18.9 The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
- 18.10 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.
- 18.11 Non – compliance of any Statutory requirements or any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 18.12 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.
- 18.13 The contractor must satisfy by personal study and examination of 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, dispute/complaint of any nature regarding 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 regarding the above.
- 18.14 Contractor shall in his absence keep competent agent constantly on the works and any directions given by the “ Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself..
- 18.15 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 misconduct himself and such persons shall not be again employed on the work without written permission of the BHEL official.
- 18.16 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.
- 18.17 The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and other wise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against material 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, regulation, orders, decrees of attachment either by himself or by his employees.
- 18.18 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment 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 for the workmen's compensation Act apply, take steps to properly insure against any claims there under.
- 18.19 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.

- 18.20 No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer in charge of the work. The contractor shall comply with the provisions of the **Factories Act, 1948** if the same are applicable.
- 18.21 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.
- 18.22 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 in charge of the work.
- 18.23 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 of 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.
- 18.24 The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract labour. The contractor shall get himself licenced from the State Labour Commissioner as a contractor in accordance with TN Contract Labour (R & A) rules, 1970. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being licensed as a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfillment to all statutory requirements including those contained in Labour Commissioner's notification no : D1/8385/79 in respect of employment conditions for contract labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions/wage rates for contract labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract labour (Regulation & abolition) Act 1970, will make the agreement liable for immediate termination. Valid contract labour license shall be produced to BHEL for verification before entering into the contract.
- 18.25 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.
- 18.26 The contractor shall obtain a separate Provident Funds Code for his establishment and ensure implementations of Provident Funds Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under.
- 18.27 Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention for the Provident Funds 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.
- 18.28 The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 18.29 The contractor shall provide the required safety equipments to the labours engaged by him.
- 18.30 Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract.
- 18.31 A copy of the agreement between contractor and his labor shall be submitted to the HR department.
- 18.32 The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 18.33 For all modifications, omissions or additions to the approved drawings and specifications, BHEL shall issue revised plans or written Instructions and no modifications, omission or addition shall be made unless so authorized and directed by the BHEL in writing.
- 18.34 BHEL shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.

- 18.35 The decision of the BHEL shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, Interpretation of the working drawings, specifications, notes, procedures etc.
- 18.36 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 to secure a satisfactory quality of work and rate of progress which in the opinion to the BHEL will ensure the completion of the work within the time specified.
- 18.37 The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of BHEL with whose system the machinery is supposed to be connected.
- 18.38 All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by BHEL. If this is not adhered to, BHEL shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 18.39 BHEL reserves the right to enter into parallel agreement with one or more contractor at their discretion.
- 18.40 Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
- 18.41 The labour employed by the contractor, if found in abetting any of 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 contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactment's of State and Central Governments.

19. GENERAL

- 19.1 All the documents of BHEL made available to the Contractor should be kept in a strict confidence and under no circumstance be made available to others or allow others to make use of them for any other commercial purpose whatsoever. This secrecy clause is binding on the employees of the Contractors also. Any such document should be returned to the BHEL and should not be disposed off/destroyed without the prior approval of BHEL.
- 19.2 Unauthorized act of engagement of any individual who is a full time employee of BHEL for part time/full timework by the Contractor will be viewed very seriously and such act is liable for suspension/total stoppage of further business dealings with the Contractor by BHEL/RANIPET.
 (a) Unless prior permission of BHEL has been obtained, retired or resigned employee of BHEL may not be considered for a period of two years of their retirement or resignation from service. If subsequently, either the Contractor or any of the employees is found at any time to be such a person who has not obtained the permission of BHEL as aforesaid, his name may be liable to be removed from the list of approved Contractors.
 (b) The Contractor shall not attempt any unethical acts and if they are found indulging in such acts, they are liable to be blacklisted apart from other actions.
- 19.3 In addition to the above Special Conditions & General Conditions stipulated below shall also apply.
- 19.4 List of Quality Work Instructions(QWIs), Special & General condition, Penetrant test(LPI)chemicals, Approved welding consumables and suppliers are to be as per the approved list by BHEL respectively. Changes, if any will be intimated by the contractee then and there.
- 19.5 The rates of this contract are applicable for the orders likely to be placed by other department/Units of the contractee also.

20. SPECIAL CONDITIONS

- 20.1 Fabrication/Conversion works are to be carried out in the Open yard allotted inside the BHEL/BAP premises at the eastern side of the Admn. Building.
- 20.2 Sufficient leveled open area will be provided by BHEL. Further leveling, consolidation if required, will have to be carried out by the Contractor.
- 20.3 Electrical Power will be made available at free of cost by BHEL.
- 20.4 Sufficient number of Plug points will be provided for connecting welding machines, grinding/drilling machines.

- 20.5 Necessary Gas Consumables are to be arranged by the contractor.
- 20.6 All Material handling equipments viz. Mobile cranes & Tailors of suitable capacities are to be arranged by the contractor for collection of materials.
- 20.7 It is the responsibility of the contractor to place the vehicle for material collections, loading the materials and unloading at the fabrication yard.
- 20.8 Required Welding machines, pug cutting machines, Drilling machines with magnetic base, Grinding machines, bending machines, additional chain pulley blocks, etc. are to be brought by the contractor.
- 20.9 All movements of Men & Materials are to be through BHEL East gate only.
- 20.10 Works are to be executed by Qualified personnel i.e. and requisite no. of Supervisors (inclusive of Quality control Supervisors) at the Site inside BHEL.
- 20.11 One person has to be identified for taking care of safety aspects at fabrication yard.
- 20.12 If the contractor's workmen found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
- 20.13 Safety & Security of all Men, Materials and equipments at the yard are the responsibility of the Contractor.
- 20.14 Fabrication Yard should be kept clean by avoiding accumulation of metal scraps, debris and other unwanted materials. Raw materials are to be properly stacked at the yard.

21 GENERAL CONDITIONS

21.1 DEFINITIONS Throughout these conditions and in the specifications the terms :

- (a) "The Contractee" means the Bharat Heavy Electricals Limited, acting through the Senior Manager, Local Site Fabrication, Boiler Auxiliaries Plant, Ranipet –632 406 unless the context otherwise provides.
- (b) "The Contractor" means the person, firm or company with whom the order for machining / fabrication is placed and shall be deemed to include the Contractor's successor (approved by the Contractee), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract.
- (c) "Drawings" means the drawings exhibited or provided for the guidance of the Contractor.

21.2 EXECUTION :

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the contractee, or the inspecting officer, who shall have power to reject any of the fabrication of which he may disapprove; and his decision thereon and on any question as to the true intent and meaning of the specifications of drawings or of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alternations if any to be made during the progress of machining/fabrication, and should these alterations be such that either partly to the contract considers an alteration in the changes justified such alteration shall not be carried out until amended cost of machining /fabrication charges have been submitted by contractor and accepted to fabricate without obtaining the consent of the contractee in writing to an amended cost of machining/fabrication charges, the contractor shall be deemed to have agreed to execute fabrication at such charges as may be considered reasonable by the contractee.

21.3 FORCE MAJEURE :

If at any time during the continuance of this contract the performance in whole or part by either party or any obligation under this contract shall be prevented or delayed by reasons of war, hostilities acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restrictions or acts of God (herein referred to as events), then provided the notice of the happening of any such events is given by either party to other party within 21 (twenty one) days from the date of occurrence thereof, either to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the contractee as to whether the deliveries have been so resumed or not shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by

the contractee subject to prompt notification by the contractor to the contractee of the particulars of the event and supply to the contractee if required of any supporting evidence. Any waiver of time in respect of partial installment shall be deemed to be waiver of time in respect of remaining deliveries.

- 21.4 If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons what-so-ever the contractor is unable to keep the delivery schedule of the contractee, extension of time may be granted by the contractee at their discretion as may be necessary to the extent considered necessary should there be delay in supply beyond the extended date of delivery, it shall be open to the contractee to terminate the contract in part or full and make other arrangements for executing fabrication else where at the cost and risk of the contractor.
- 21.5 **INTERPRETATION :**
Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the contract or of the amount recoverable here under from the contractor shall be decided by the contractee and the decision shall be final and conclusive.
- 21.6 **BOOK EXAMINATION CLAUSE :**
(a) The contractor shall, whenever required, produce or cause to be produced for examination by any officer of the contractee authorized in that behalf any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying, ascertaining, the cost of execution of this contract (the decision of such officer of the contractee on this question or relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligation of the contract/purchase order or under any statute rules or orders binding the contractor.

(b) The contractor shall, if the authorized officer of the contractee so requires (whether before or after the prices have been finally fixed), afford facilities to the officer of the contractee concerned to visit the contractor's works for the purpose of examining the process of manufacture and estimate of ascertaining the cost of production of the articles. If any portion of the work be carried out by a sub-contractor or any subsidiary or an allied firm or company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor or any subsidiary or an allied firm or company shall be open to this inspection.
- 21.7 **SET-OFF CLAUSES :**
Payment shall be subject to the deduction of any amount, for which the contractor is liable under this contract, or any contract in respect of which Bharat Heavy Electricals Limited, Ranipet 632 406, Tamilnadu is the Contractor.
- 21.8 **LAWS GOVERNING THE CONTRACT :**
(a) The contract shall be governed by the laws of Government of India in force.
(b) Irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made at Ranipet.
- 21.9 **JURISDICTION OF THE COURT :**
The courts at RANIPET shall alone have jurisdiction to decide any dispute arising of or in respect of the Contract.
- 21.10 **THE GLOBAL COMPACT:**
Global compact is a signature initiative of United Nations Security General and four United Nation Agencies:
 - Office of the High Commissioner for Human rights
 - International Labour Organization
 - United Nations Environment Programme
 - United Nations Development programme
This is a board based initiative and engages:
 - Individual Companies
 - Business Associations
 - International Labour

- Human Rights, Environment and development Organisations
- Academic & Public Policy Instructions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating Company, We have the obligation to

- Support and respect Human rights with in our spheres of influence.
- Make sure we are not complicit in Human right abuses.
- Make sure we are not employing forced or compulsory labour.
- Refrain from employing child labour
- Eliminate discrimination in our hiring and firing policies
- Support a precautionary approach to environmental challenges.
- Undertake initiatives to promote greater environmental responsibility
- Encourage development and diffusion of environmentally friendly technologies.

CONTRACTOR shall also ensure to fall in line with the above principles.

- 21.11 BAP/RANIPET got accreditation Occupational Health and Safety Management System (OHSAS 18001) and Environmental Management System (EMS 14001). As per this, Contractors are requested to meet the requirements of EHS (Environmental Health & Safety) guidelines (mentioned below), while engaging and using Vehicles for incoming/outgoing transportation.

- To have valid Driving licence and RC book for the drivers and transports.
- To load the vehicle/bullock cart within the Safe Working Load (S.W.L.) The S.W.L. is to be displayed/painted on the vehicle/bullock cart.
- To load the material in such a way that it should not project outside the dimensions of the Vehicle/bullock cart.
- To stack the material in a manner that the material should not slide/fall during transportation.
- During manual lifting with an Adult, the weight should not exceed 50 kg.
- To attempt to adopt OHSAS 18001/ISO 14001 requirements in their manufacturing process at Contractor's work place.
- To comply with applicable provisions of the Central Motor Vehicles Rules 1989 (Rule:136 and if any). List of important Phone Nos: should be available with the driver while transporting BHEL materials.
- To train drivers to handle emergency situation during transportation.
- To follow the Various Acts/Rules and Regulations (particulary Factories Act 1948 and Tamil Nadu Factory Rules 1950) applicable to them.
- To maintain valid PUC (Pollution Under Control) certificates and produce while vehicle is in this company premises.
- Contractors are requested to meet the requirements of OHSAS 18001/ISO 14001 as given below:
- To adopt OHSAS 18001/ISO 14001 requirements in their manufacturing process at Contractor's work place.
- To comply with applicable provisions of the Central Motor Vehicles Rules 1989 (Rule: 136 and if any).
- To follow the applicable Acts/Rules and Regulations (like Factories Act 1948 and Tamil Nadu Factory Rules – 1950) applicable to them.
- In addition to this, they should follow the day to day communication of LSF on this regard.

22. Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

23. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" (ref: AA/MM/SB/01 Rev: 02 amdt. 03, Dt. 15.03.2023) displayed on BHEL website <http://www.bhel.com> (<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>).

24. **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "
25. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."
26. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.
27. The contractor has to follow the approved standards, procedures, processes and use the materials as per the instruction of BHEL only.
28. **Minimum Wages (per day) to be paid :**

Description	For Unskilled Worker (persons doing work which does not require any training)	For Semi Skilled Worker (All trade certificate holders including ITI)	Skilled Worker (persons with trade certificate including ITI with experience of 3 years & above)
Basic Pay as on 01.04.2024	255.00	265.00	273.50
Dearness allowance as on 01.04.2024	288.31	288.31	288.31
BHEL Adhoc per day	54.65	73.88	89.27
Total wage per day	597.96	627.19	651.08
PF contribution@13% on total wages by employer*	77.73	81.53	84.64
ESI contribution@3.25% on total wages by employer	19.43	20.38	21.16
Bonus @8.33% on (Basic + DA)	45.26	46.09	46.80
EL Portion per day	29.90	31.36	32.55
Total amount	770.28	806.55	836.23

"During contract period, Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages. After subsuming of BHEL Adhoc fully, any increase in minimum wages declared by State Govt. will be borne by the contractor."

29. The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon. The contractor has to pay the wages to their workers through worker's Bank account only.
30. The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
31. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
32. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

33. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
34. The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
35. The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
36. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month.
37. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
38. Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of mandays worked
 - g. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month.

39. Discrepancy in "words" & "Figures":
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
40. "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923."

41. Bank Guarantee

The successful vendors have to submit a Bank Guarantee/Fixed deposit for Rs.3,00,000 before signing the contract.

42. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

43. ARBITRATION:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

44. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.

45. Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.

- iii. Submission of Tax Invoice to BHEL.
- iv. Submission of proof of payment of GST to BHEL.
- v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

If any change in GST (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.

18. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
19. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

In the event of tie in L2 /L3..... Ln offers, Ranking shall be decided by a toss / draw of lots. BHEL's decision in such situations shall be final and binding.

20. Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

21. BHEL reserves the right to increase or decrease the tendered quantity.

22. Risk Purchase

i) In case of any neglect or refusal on the part of the Contractor to:

- commence the Contract, or
- provide sufficient labour for the Contract or
- if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
- if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

CHECK LIST
(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
6	PAN no and documentary proof (Photo copy has to be enclosed)	
7	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
8	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9	Applicable GST quoted	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
11	MSE Details (along with CA certificate) if applicable (for Reverse Auction also)	

DECLARATION

I/We M/s.

have read and clearly understood all the Terms and conditions in Tender Schedule of 975524001E and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

Annexure-F		
	Manufacturing Facilities Available with Firm and other General Information (Details to be filled by the Vendor)	Vendor Reference code
General Information about Firm		
1	Name of Firm	
2	Place	
3	Bank Account Number and Name of the Bank	
4	Proprietor/Partnership/Limited company	
5	Name of Proprietor/Partners/Director with Age and Contact Number	
6	Educational & Technical qualifications of Proprietor/partners	
7	Educational & Technical qualifications of Supervisors	
8	Number of in house Quality Inspectors, Manpower details with Educational Details	
9	Availability of qualified NDT personnel	
10	GST No.:	
Mandatory Facilities required (Documentary evidence to be submitted)		
11	Past Experience for general fabrication (Purchase order/ Delivery challan/Inspection reports to be submitted)	
12	Last 3 year Audited Annual Income statement / Balance sheet/Profit loss statement	
Compliance of Statutory Requirement (Documents to be produced before commencement of work)		

13	ESI & PF for employees (Last 1 year data to be submitted)	
14	Insurance for employees	
15	Non-Usage of Child labour	YES/NO
16	License from Government Agency	
General Facilities available with the Firm (Mention the Qty/ Capacity available against each item. Vendor has to arrange sufficient qty of following items before start of work)		
17	Welding equipment : No of sets	
18	Manual Gas Cutting Set with blow pipe	
19	Electrode Baking Oven	
20	Thermal Flask	
21	Angular grinding machines : No of sets	
22	Portable Drilling Machine /Jet Broach machine	
23	Mobile crane with Capacity.(Min 1 required from each vendor)	Owned/Hired
24	Pug Cutting machine with Accessories : No of sets	
25	Measuring Instruments-Measuring tape(3m, 15 mtr), Square, etc	
26	Hydraulic /mechanical press for structural bend removal.	
27	Facility for Weld testing (MPI/LPI)	
28	Qualified Electrician	
I/We certify that the details furnished above is true and correct		
<div style="text-align: right;"><u>Signature of the Vendor with Firm Seal</u></div>		

INTEGRITY PACT

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment. The proforma for the Integrity Pact is attached as Annexure-II.

IEM: Shri Otem Dai, IAS (Retd.), Shri Bishwamitra Pandey, IRAS (Retd.) and Shri Mukesh Mittal, IRS (reted.).
For Tender Control No.: **TPRP24250009**, Tender No.: 975524001E, DT: 03.05.2024, Tender Item Description: Product Material Preparation at LSF yard, inside BHEL BAP Ranipet premises including Transportation.

Independent External Monitors (IEMs)

SI	IEM	Email	Brief of IEMs
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	Shri Otem Dai - Biodata
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	Shri Bishwamitra Pandey - Biodata
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	Shri Mukesh Mittal - Biodata

ANNEXURE-G
INTEGRITY PACT (To be submitted along with offer)

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contracts for "**Product Material Preparation at LSF yard, inside BHEL, BAP, Ranipet premises including Transportation (975524001E)**". The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the

purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place:

Date:

Witness:

(Name & Address)

For & On behalf of the Bidder/Contractor

(Office Seal)

Place:

Date:

Witness:

(Name & Address)

BILL OF QUANTITY
(RATE SCHEDULES WITH SCOPE DETAILS)

Sl No.	Scope Code	SCOPE	R.S No.	Description of Items	UOM	Total Qty (A) Rs.	RATE/UNIT FOR FABRICATION (B) Rs.	%age of total amount (D) (C) RS.
1	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S01	Louvre Frames	MT	20	(C)/(A)	0.5518%
2	56		S02	Gate Frames	MT	180	(C)/(A)	5.3396%
3	56		S03	Gate Brackets	MT	30	(C)/(A)	0.7965%
4	56		S04	Module stay & Shell plates	MT	150	(C)/(A)	2.2530%
5	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S06	Module Gratings	MT	10	(C)/(A)	0.2751%
6	56		S54	Module Gratings (Standard flats supplied)	MT	10	(C)/(A)	0.2273%
7	57	All materials in prepared condition shall be made available at production shop. LSF shall collect the materials from shop and fabricate & hand over the finished products to Shop / Shipping after inspection	S32	Diffuser (Full Scope) 16 size / 500MW & Above	MT	48	(C)/(A)	2.4892%
8	57		S33	Suction Chambers (Full Scope) with oblique cone 11/12/16 size	MT	24	(C)/(A)	1.3170%

9	58	Collection of all raw materials and components from Stores is in LSF scope. Gate frames, shafts, seals, brackets will be supplied from PP firms. LSF to collect drive shaft from shop. LSF shall carry out drilling, fit-up, welding, assembly and testing as per drawings / documents, inspection, dismantling and post test activities, cleaning and shall hand over Shipping / FTS after inspection and painting.	S26	GUILLOTINE GATE ASSEMBLY WORKS	MT	1926	(C)/(A)	39.9941%
10	58	Collection of damper frames, seals, shafts, link assembly materials, blade materials and all other raw materials and components from PP yard / Shop / Stores is in LSF scope. LSF shall carryout drilling, fit-up, welding, assembly and testing as per drawings / documents, inspection, dismantling and post test activities, cleaning and shall hand over to Shipping / FTS after inspection and painting. For damper assy, Shaft with blade	S53	Biplane / Louver Damper Assembly	MT	30	(C)/(A)	0.8578%

		match drilling is by shop scope.						
11	64	Prepared materials shall be made available at production shop including Frame, Fabricated Blade, Fasteners, Seals Assembly and also blade with shaft drilling. Fit-up, welding, Drilling, Assembly and testing as per drawings/documents, inspection, dismantling and post test activities, cleaning and delivery to shop / Shopping after inspection and painting are in vendor's scope.	S79	Assembly of Bi-Plane/Louvre dampers with Blade Assembly supplied by BHEL.	MT	50	(C)/(A)	1.0519%
12	67	Collection of all raw materials and components from Stores is in LSF scope. Gate frames, shafts, seals, brackets, Stuffing box, Bearing housing will be supplied from PP firms. LSF to collect drive shafts and Blades from shop. LSF shall carry out drilling, fit-up, welding, Trial assembly of Gate Frame Top, Bottom & Sides. Trial Assembly of Top, Bottom & Middle Blades (Approx 7	S83	GATE ASSEMBLY (HLB TYPE)	MT	510	(C)/(A)	11.5470%

		Blades). Trial Assembly of Casings 1,2,3(Approx 5 Casings). Integration of Frame Assembly, Blade Assembly, Casing Assembly and testing as per drawings / documents, inspection, dismantling and post test activities, cleaning and shall hand over Shipping / FTS after inspection and painting.						
13	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S84	Module Gratings (CORTEN Material)	MT	10	(C)/(A)	0.3283%
14	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S85	Module Gratings (Standard flats - CORTEN material supplied)	MT	130	(C)/(A)	3.5558%

15	68	Blanking plate match drilling with gate frame. Rope fixing, blanking plate bolting and plenum chamber connection. Locking gate frame along with blade and blanking plate in gate test stand. Locking upper case assembly in gate test stand (seal air hose to be connected before lifting). Pipe routing from blower - 2 to seal air inlet, 1 to plenum chamber. Internal open/close test & trial type test. NTPC type test inspection. Remove the gate from test stand (after removing welded pipe and clamps from gate) and putting on horizontal level bed.	S86	Performance testing of HLB design gates	MT	160	(C)/(A)	2.8113%
16	68	Assembly of damper modules. Blanking plate match drilling with damper frame. Rope fixing, blanking plate bolting and plenum chamber connection. Locking damper frame along with blade and blanking plate in gate test stand. Locking damper casing assy in gate test stand (seal air hose to be connected before lifting). Pipe routing from blower - 2 to	S87	Performance testing of HLB design bypass dampers	MT	110	(C)/(A)	1.9328%

		seal air inlet, 1 to plenum chamber. Internal trial type test. NTPC type test inspection. Remove the damper from test stand (after removing welded pipe and clamps from damper) and putting on horizontal level bed.						
17	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S05	Module Diaphragm Plates	MT	670	(C)/(A)	13.8312%
18	51	All materials in prepared condition shall be made available at production shop. Pressed duct walls & stiffeners shall also be made available at production shop. LSF shall collect the same from shop and fabricate the duct . LSF to hand over the finished products to Shop / Shipping after inspection and painting.	S39	Duct Parts for APH	MT	50	(C)/(A)	1.1391%

19	52	All materials in prepared condition shall be made available at production shop. Pressed tubs for HE centersections, Top, bottom & side walls for Cold end centre sections and all internals of centre sections, PCS top & bottom plates, side walls and other internals shall also be made available at production shop. LSF shall collect the materials from shop and fabricate the APH centre sections and PCS. Finished products shall be handed over to Shop / Shipping by LSF after inspection and painting	S40	Centre Section for APH	MT	40	(C)/(A)	0.9940%
20	52		S08	Primary Centre Section (PCS) for APH	MT	20	(C)/(A)	0.5117%
21	53	All materials in prepared condition shall be made available at production shop. Fabricated ducts, Centre sections, split plates, centre section end plates, flange plates, bypass seal angles, pipe truss, pipe gaskets etc shall also be made available at production shop. LSF shall collect the materials from shop and assemble & fabricate the	S41	CONNECTING PLATE TRIAL ASSEMBLY	MT	50	(C)/(A)	0.9551%

		Connecting plate trial assembly, dismantle and shall hand over finished products to Shop / Shipping after inspection and painting.						
22	54	All materials in prepared condition shall be made available at production shop. LSF shall collect the materials from shop and drilling, fit-up, welding and fabrication of Rotor assembly as per drawings. Finished products shall be handed over to Shop / Shipping by LSF after inspection and painting	S51	CONVENTIONAL ROTOR ASSY (WITH ROTOR POST)	MT	100	(C)/(A)	2.3237%
23	56	Collection of all raw materials from RMS and fabrication of the components are in LSF scope. Finished products shall be handed over to Shop / Shipping after inspection and painting.	S07	Centersection Sub assembly (Bearing Support Sub Assemblies)	MT	10	(C)/(A)	0.3750%
24	69	Collection of all raw materials from RMS, Fitup, welding, Cleanig , Grinding & Offer for Inspection in LSF scope. Plate bending will be done at shop,Electrodes will be given by BHEL.	S89	HLB GATE BLADE FABRICATION (CORTEN)	MT	45	(C)/(A)	1.4266%

25	69	Frame will be supplied from PP & SS Cladding sheet will be given by shop. Plate cutting & bending will be done at shop. Fitup, welding, Cleanig , Grinding & Offer for Inspection in LSF Scope.	S90	DDI GATE FRAME CLADDING (SS)	MT	60	(C)/(A)	0.3203%
26	70	Fitup, welding, Cleanig , Grinding & Offer for Inspection in LSF Scope. Cladding sheet will be given by Shop. Cutting, Drilling & Pressing will be done at shop. Electrodes will be given by BHEL.	S91	HLB GATE BLADE CLADDING (C276)	MT	50	(C)/(A)	1.8131%
27	69	Collection of all raw materials from RMS, Fitup, welding, Cleanig , Grinding & Offer for Inspection in LSF Scope. Pressing will be done at shop	S92	HLB GATE BLADE FABRICATION (IS2062)	MT	50	(C)/(A)	0.8309%
28	71	Existing blanking plate to be cut, weld, drill and alter as per the drawing requirement.	S93	BLANKING PLATE ASSY MODIFICATION	MT	24	(C)/(A)	0.1508%
TOTAL LUMP SUM AMOUNT FOR ONE YEAR (EXCLUDING GST) "ONLY" TO BE QUOTED BY THE BIDDER in Rs. -----> (D)								100.0000% * (This Amount to be quoted in Price bid)
GST%age								To be quoted in NIC portal

Note:

- i. Rates quoted shall be Firm throughout the contract period including total extended period if any. No price escalation/variations shall be entertained during the ARC period on any account.
- ii. The quoted rates shall also include expenditure towards Equipment/Tools required for fabrication, inspection, consumables like Welding electrodes, Grinding wheels, drill bits, Oxygen, Co2 and Acetylene required for welding, Mobile cranes, arrangement of internal transport for collection of raw materials and any other consumables required for day to day operation, personal protective equipment for workmen, which are all in Vendor's scope. (Providing of Open Yard-Space, Power supply, Raw materials and Compressed Air will be supplied by BHEL).
- iii. The quoted rates shall include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labours & staff deployed in the work.
- iv. Rates quoted shall include all royalties, terminal taxes, and other taxes and duties leviable under the state and central government rules from time to time and also likely expenditure, escalations, statutory requirements & levies, labour laws, safety requirements, etc. during the operation of Rate Contract for one year from the date of award of Contract.
- v. GST is payable extra.

Price bid evaluation and Ordering

- i. Vendors have to quote Total lump sum price covering all the 28 rate schedules. Partial offers will be rejected.
- ii. The offer evaluation and finalization of L1 will be done on Total lump sum Price basis.
- iii. Once the L1 rate is finalized by BHEL, then the L1 rate shall be counter offered to the other technically qualified vendors in ranking for their acceptance except the H1, till one more acceptance is received.
- iv. In case, if there are two or less valid offers, there will be no H1 rejection.
- v. If any vendor is not accepting BHEL's counter offer for all the rate schedules fully, they will not be considered for ordering.
- vi. Percentage allocation against each item of the BOQ is disclosed in the tender document which becomes the basis for allocation of item wise amount/ rate against the total lump sum price for the entire contracted scope/ BOQ.
- vii. The contract will be awarded to Two vendors (maximum) in the percentage ratio of 60:40 to divide the work load & faster delivery.
- viii. However, after initial order, further loading will be made based on their performance irrespective of the ratio specified above.
- ix. If no bidder accepts L1 rate, the total quantity will be awarded to L1 bidder.
- x. Tender quantity may increase/decrease during the rate contract period.
- xi. **PPE to be provided (under contractor's scope) to all contract employees and must be ensured employees are working with PPE only.**
- xii. **Contractor has to provide the Group Personal Accidental Insurance policy covering all employees to be engaged by the contractor under this contract for the following**
 - (1) In the event of death or permanent disability resulting from loss of both limbs Rs.10.00 Lakhs (Rupees Ten Lakhs).**
 - (2) In the event of other permanent disability Rs.7.00 Lakhs (Rupees Seven lakhs)**