

Bharat Heavy Electricals Limited
Ramachandrapuram: Hyderabad – 32
Oil Rigs Division

TENDER NOTICE (NIT)

Name of the department: SAS /OIL RIGS

ENQUIRY NO: H0AUX00016

Tender Notice Ref No.: HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022

- I) Bharat Heavy Electricals Limited, is a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two-part bid system from eligible Contractors who fulfill qualification criteria as stipulated in NIT, for the work of "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India" in Oil Rigs Division, BHEL Hyderabad.
- II) Tender documents (non-transferable) can be purchased on any working day (Monday to Saturday) between 09:00 hrs. to 11:30 hrs and 13:00 hrs to 15:00 hrs from office of the AGM (Commercial & SAS) Oil Rigs, BHEL-HPEP, RC PURAM, HYDERABAD-502032 by paying the prescribed Tender fee of Rs.1000/- only (one thousand only) RTGS/NEFT/Demand Draft/ Bankers cheque from any nationalized bank in favor of "BHEL-RC PURAM, HYDERABAD32".
- III) Sealed quotation in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Tender reference number) shall be received up to 11.00 AM on or before **19.11.2022** at vendor complex, besides administrative building, BHEL Ramachandrapuram, Hyderabad - 32. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be gathered from office of AGM / Commercial & SAS) OR - BHEL.
- IV) The tender documents are available in the BHEL Web Site www.bhel.com under heading Tender Notifications. Interested vendors can directly download the tender documents from the website. However, while submitting the tender documents, a RTGS/NEFT/demand draft/Bankers cheque towards cost of tender document should be enclosed to the Techno-commercial bid (part-A). For tender documents downloaded from the website, the Techno-commercial bid (part-A) without RTGS/NEFT/demand draft/Bankers cheque for the specific value will be summarily rejected.

Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only

Offer can be submitted through Email also separately for Technical & Price Bid at the following Mail Addresses

Technical Bid: technicalbid_hyd@bhel.in

Price Bid: pricebid_hyd@bhel.in

- V) The salient features of the tender documents are as follows:

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(Signature & Designation of Official)

(PART A)

1.0 NOTICE INVITING TENDER

- a) Tender Number & date : **HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022**
Name of the Work : "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India." **in Oil Rigs Division, BHEL, HYD**
- b) EMD : Rs. 2,31,121.85/-
- c) Approximate Estimated value of work : Rs. 1,15,56,092.60/-
- d) Cost of tender documents : Rs.1000
- e) Last date for sale of tender documents : 18.11.2022 up to 1400 Hrs
- f) Last date for receipt of tender : 19.11.2022 up to 11:00 Hrs
- g) Date, time and place of tender opening : 19.11.2022 at 13:30 Hrs. at Vendor complex
- h) Period of contract : 24 Months from the date of LOI
- i) Type of tender : Open tender (Two Part Bid)

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet, Profit & Loss account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost (i.e.) RS 34,66,827.78/-. Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. In the 3 years' turnover, previous year turnover is compulsory.

ii) Particulars of experience / credentials for the works executed of similar nature during last 7 years (Completion and experience certificates with authorized signatory of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

***Similar Work means** "Vendor should have experience in doing fabrication, Refurbishment & Up gradation jobs of Oil Rigs components at various ONGC, OIL INDIA or any other Oil Drilling Company sites in INDIA, either directly or through BHEL or through any other organization.

The experience should be in fabrication or repairs or assembly & commissioning of Mast & substructure or Mud System commissioning or High pressure mud line (5000 psi WP) assembly and commissioning etc, **Refer Annexure-II and OE70009 Rev 04.**
In support of Experience, the Purchase Orders/Work Orders with value, as the case may be, placed by ONGC, Oil India or any other Oil Rigs manufacturing/drilling company on vendors should be provided.

- a) Three similar* completed works each costing not less than the amount equal to 40% of the estimated cost (i.e.) Rs 46,22,437.04/- .
OR
- b) Two similar* completed works each costing not less than the amount equal to 50% of the estimated cost (i.e.) Rs. 57,78,046.30/- .
OR
- c) One similar* completed work costing not less than the amount equal to 80% of the estimated cost (i.e.) Rs. 92,44,874.08/- .

d) Experience certificate issued by BHEL, RC Puram, Hyderabad to be submitted in case any work executed in BHEL, RC Puram. Any adverse remarks in the experience certificate will be a disqualification factor.

e) Experience certificate issued should have concerned authorized signatory and that will be only considered.

f) If the experience certificates for above similar work are submitted from the private organizations then for executed value either TDS certificate(26AS) or bank statement is to be submitted as a proof of payment.

iii) The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website www.bhel.com.

iv) Vendor shall have Valid ESI Code Number and P.F. Code Number

v) It is required to furnish GST registration certificate issued by Commissioner, Commercial Taxes, Govt., in respect of all works.

vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

vii) Vendor shall submit documents for Ownership of his organization (i.e Proprietary/Partnership/Company).

viii) Vendor shall have Engineers, Supervisors, Qualified welders and Fitters on his rolls (Age >18yrs.), who will carry out the Refurbishment & up gradation works. Organization chart & staff list (with qualifications) to be furnished.

ix) Vendor should ensure statutory compliance to relevant Government laws (Minimum Wages Act 1948, Employees Provident Fund & Miscellaneous Act 1952, ESI Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labor (R&A) Act, 1970, Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, **Mines Act, 1952** etc.).Supporting documents in compliance of Statutory requirements, such as, PAN No., Service tax Registration, Sales tax Registration, PF and ESI Registration etc., are to be furnished. Vendor shall maintain all required registers/documents & submit the same to the appropriate authorities and to BHEL as and when required.

x) Vendor should have his own NDT equipment with qualified technicians or tie up with local certified testing labs (address and phone numbers to be mentioned) to carry out NDT works with proof of documents.

xi) Vendor must give techno-commercial acceptance to work in following regions:

- a. Western region (Ankaleshwar, Ahmedabad, Mehasana, Surat etc),
- b. Southern regions (Rajahmundry (AP), Karaikal(Puducherry , TN) etc),
- c. Eastern region(Kolkata(WB), Kishanganj (Bihar) etc),

The sites may be located 10 to 100 km (approx.) away from nearest town or railway station. Vendor shall accept to take up works in all regions.

3.0 INSTRUCTIONS TO TENDERER

3.1 Taxes and Duties- GST clauses to be applicable for the tender

Taxes & Duties- GST Clauses

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
 - Harmonized System of Nomenclature (HSN) of Goods
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.

Taxes deducted at source:

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

Terms & Conditions to be complied in GST

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
 - Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.

7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities

3.2 Penalty:

The work to be completed within the completion date mentioned in the PO. In the event of delay in supply of goods and or services beyond contractual delivery period, penalty of 0.5% per week on PO value or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the total purchase order or contract value. Penalty amount so determined will be recovered along with GST applicable thereon.

Penalty amount so determined will not exceed maximum of 10 % value of the work. Penalty amount so determined along with GST if applicable thereon shall be recovered.

3.3 The Prices quoted must be exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

Tender is a two-part bid system. The tender documents consist of Part – A & Part - B as detailed below:

Part 'A': Techno-commercial Bid (*To be submitted in sealed cover enabling us to open on 19.11.2022 at 13:30Hrs.*)

Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions along with the Techno-commercial bid.

- a) Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".
Tender Notice Ref No.: HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022 for the work of "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India." in Oil Rigs Division.
The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.
The tenderer shall expressly accept all the terms and conditions of the Tender. The tender, which does not comply with the BHEL's terms & conditions, shall be rejected as Non-responsive/non-conforming and non-acceptable.
- b) Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part B Price Bid".
Tender Notice Ref No.: HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022 for the work of "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India."
- c) The Techno Commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed and seal by the tenderer (at the bottom of each page) as a token of acceptance.
- d) Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
- e) Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.
- f) The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer, however is permitted.

- g) The tenderer shall submit the tender documents intact without detaching any page or pages.
- h) The Name of the tenderer shall be written or the contractor's seal to be put on the sealed envelope.
- i) Before making the offer, the tenderer is advised to carefully go through the terms and Conditions, which form part of the contract.
- j) All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form to be filled without leaving any column blank in any page of the tender. In case any of the column left blank, the tender would be rejected.
- k) The price/rate to be quote in figures as well as in words.
- l) Each page of tender documents to be stamped & signed by the tenderer.
- m) Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and addressed to Sr.Deputy General Manager, Vendor Complex (should be deposited in the Vendor Complex), BHEL-RC Puram, Hyd-32 so as to reach on or before **11:00 Hrs. on 19.11.2022**. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will open on **19.11.2022** at 13:30 Hrs. on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers, who qualify in the Techno-commercial Bid, will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid, will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- n) For any further details required, AGM/Commercial & SAS- (OR) BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23183414.
- o) **PRICE BID** - The bidder is required to submit their quotation as per the price bid format mentioned in Annexure – I of Part B. prices shall be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- p) BHEL FAIR WAGES (State Minimum Wages plus State DA plus BHEL Additional payments) as revised from time to time as per the circular of HR/IR issued are payable to his workmen/staff engaged by him.
- q) **VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- r) PVC (Price Variation Clause) not applicable and ORC (Over Run Compensation) not applicable.
- s) Tender document cost and Earnest Money deposit via RTGS/NEFT shall be submitted along with the techno-commercial bid only. Otherwise, the offer shall be rejected.
- t) The contractor's/ Firms who are entering first time in BHEL, Ramachandrapuram, are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

u) **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BID:**

- i) 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.
- ii) 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
- iii) 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 (i) and (ii) above.

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

- i) In case of quantity based work contracts, the tenderer should quote the rates on total items keeping in view the prevailing applicable BHEL Fair Wages, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- ii) BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- iii) BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- iv) Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- v) Tender document shall be complete in all respects. All the pages of tender document shall be signed and stamped.
- vi) Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- vii) The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- viii) If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- ix) If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

- x) Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

xi) SITE VISIT:

- a) Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
- b) The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL in consultation with our customers for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the site inspection.
- c) The Bidder should inform the BHEL at least 5 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

3.4 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 all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."

Link for Guidelines of reverse auction <https://www.bhel.com/guidelines-reverse-auction-2021>.

4.0 GENERAL TERMS AND CONDITIONS

- a) Contractor shall obtain Labour License (Central /State Government) before commencement of work as per the applicable rules.
- b) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979
- c) The tenderer shall keep the contents of his tender and rates quoted confidential

- d) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates on estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may ask the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- e) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process
- f) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
- g) No interest shall be payable by BHEL on security deposit or any money due to the contractor by BHEL.
- h) The BHEL Bank account details for payment of tender document cost & EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

4.1 ELIGIBILITY CRITERIA

- a) The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract as per the applicable rules.
- b) Tenderer should have independent ESI Employer code under ESI Act 1948.
- c) Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- d) Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.

- e) The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- f) There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- g) The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- h) In case the tenderer has a relative employed in BHEL, the authority-inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact become known subsequently, the contract may be terminated.
- i) For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

4.2 EARNEST MONEY DEPOSIT

- a) An amount of Rs. 2,31,121.85/- (2 % of Estimate Value) towards EMD shall pay through RTGS/NEFT (BHEL bank account details are mentioned above) and shall be submitted along with Tec Bid. No other means of payment will not be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- b) Tenders received without EMD as specified above, shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened price bid to the tenderers.
- c) EMD of unsuccessful bidders shall be returned promptly upon award of Contract
- d) EMD of successful tenderer will be retained as part of Security Deposit.
- e) ***EMD by the Tenderer will be forfeited as per NIT conditions,***

If: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- f) The EMD may be waived or amount reduced in following cases with the prior approval of the Head of the Contracting dept., not below the rank of AGM:
 - i). MSE Supplier
 - ii). Central/ State PSUs/ Government depts.
 - iii). Joint Venture or Subsidiary companies of BHEL

- g) **MSE Supplier:** MSE suppliers can avail the intended benefits (Tender documents free of cost, exemption of EMD) only if they submit along with the offer, attested copies of either udyam certificate having deemed validity (five years from the date of issue of acknowledgement in Udyam) or valid NSIC certificate or udyam certificate along with attested copy CA certificate (Format enclosed at Annexure-A where deemed validity of udyam certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).
Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.

Certificate by Chartered Accountant on letter head for MSME bidder

This is to Certify that M/S

.....

(hereinafter referred to as 'company') having its registered office at

.....

.....is registered under Micro, Small and Medium Enterprises Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number**

No:.....**Category:**.....,

(Micro/Small/Medium)(Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

Bid-Securing Declaration Form

To,
AGM/Commercial & SAS – (OR),
BHEL,R.C.Puram.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of two years from the date of notification, if I am /we are in breach of any obligation(s) under the bid conditions, because I/we:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid-Securing Declaration shall expire if I am/we are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of my/our Bid.

Signature of tenderer

Date:

Place:

4.3 SECURITY DEPOSIT

- a) Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below: The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- b) The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- c) If, the work awarded to vendor, the vendor has to pay 50% of SD in advance on contract value, before commencement of work after adjusting of EMD amount.
- d) The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:
 - (i) Local cheques of Scheduled Banks (subject to realization) Demand Draft in favor of BHEL
 - (ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - (iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- e) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- f) Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- g) The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
- h) In case of Forfeiture of Security Deposit by one party due to total non-performance of the contract by the other party, such forfeiture of security deposit will be termed as Liquidated Damages and cannot be viewed as part of the transaction value because of complete absence of the main transaction. It becomes a separate transaction as it acquires its own distinct identity. It amounts to tolerating the nonperformance and becomes a declared service and subject to levy of tax."

4.4 STATUTORY REQUIREMENTS:

- a) While quoting the rate, the tenderers are advised to take note of minimum wages i.e state basic plus state DA plus additional payments (herein after referred as BHEL fair wages) payable to the workmen.
- b) The tenderer will be required to comply with all the statutory provisions such as Bonus @ 8.33% as prevailing in BHEL RC Puram, PF, EDLI, ESI, Gratuity, GST and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, DA increase/decrease, declared Holidays, leave, Telangana State Labor Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month.
- c) The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labor (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 TS Labor Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- d) The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- e) The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- f) The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- g) The Income tax as applicable will be deducted from the bill of the contractor.
- h) Tenderer will be required to maintain the daily attendance of his labor in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus as applicable, leave etc.
- i) The tenderer will have to follow the provisions of Payment of Bonus Act 1965 as applicable and Rules 1975, and is liable to pay Bonus @ 8.33 % to his all workmen/ staff. Bonus amount payable to his workmen/staff is inclusive of contract value and BHEL will not pay any amount to the contractor/vendor in this regard.
- j) The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

4.5 MANPOWER:

- a) The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- b) The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- c) The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- d) The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Engineers/Supervisors have to be borne by the Contractor.
- e) The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- f) The contractor shall employ only such personnel who are medically fit. Medical Fitness certificate duly signed by Authorized personnel shall be submitted for Work men/ Supervisors/ Engineers. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- g) The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- h) The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- i) Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.
- j) Engineers/Supervisors (having relevant experience) are to be engaged in this contract to ensure proper execution of work as per specified documents. BHEL Personnel will co-ordinate with them for assigning and execution of work on daily basis.

4.6 SAFETY:

- a) All safety equipment such as, helmets, Shoes, Hand Gloves applicable body aprons/ Covers, Safety belts, Hand Wash, Sanitizers etc. required for protection against COVID-19 & other equipment (as required for this work) are to be positioned by the contractor & used as per BHEL Safety Norms.

- b) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- c) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- d) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- e) Any compensation paid to victim shall be recovered from contractor, agency or firm, if the accident is attributable to negligence of contractor, agency or firm or any of its employees.
 - i. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - ii). 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.
 - iii). Compensation in respect of each of the victims:
 - a). In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs.10,00,000/- (Rs.Ten Lakh).
 - b). In the event of **other permanent disability**: Rs.7,00,000/- (Rs.Seven Lakh)
- f) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee's Compensation Act, 1923".
- g) The employees/Workforce of Contractor shall undergo periodical medical checkup for health monitoring as per prevailing guidelines of BHEL/State/Central Govts.

4.7 PERIOD OF CONTRACT

- h) The contract shall be valid, for a period of 24 months with firm price (rates will not be changed) from date of LOI
- i) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.
- j) The parties, if mutually agreed upon, may extend the period of contract for a further period of 3 months on the same terms and conditions.
- k) If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

4.8 FAILURE TO COMPLY WITH CONTRACT

- l) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into

liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.

- m) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- n) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.
- o) Risk Purchase Clause:**
If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

4.9 PAYMENT TO THE CONTRACTOR

- p) Normally, the periodicity to the contractor shall be on a calendar month basis. The contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.
- q) In certain cases, due to direct association of work with customer project, payment is made after completion of work. In such case same will be specified in the NIT/Enquiry and the agreement entered into post award of job.
- r) The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labour capturing therein for each of the contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work. All these documents shall necessarily be enclosed to the bill or to the invoice raised.
- s) The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period.
- t) The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and Helmet as specified by BHEL. BHEL shall not entertain any claim from the contractor in this regard.
- u) The contractor shall pay bonus (i.e. @8.33%) to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus. BHEL shall not entertain any claim from the contractor in this regard. Subject to payment of Bonus, clearance for final bill will be issued.

4.10 PENALTY CLAUSE:

The work is to be completed within the completion date mentioned in the PO from the date of handover of issue documents. In the event of delay in supply of goods and or services beyond contractual delivery period, penalty of 0.5% per week on PO value or part

there of shall be levied on the undelivered portion subject to a maximum of 10% of the total purchase order or contract value. Penalty amount so determined along with GST if applicable thereon, shall be recovered.

4.11 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without written approval from BHEL.

4.12 LAWS GOVERNING THE CONTRACT

- v) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- w) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- x) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

4.13 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

5.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a) The duties, responsibilities and obligations of the contractor including statutory Responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- b) The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen
- c) The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - d) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - e) A register of workmen Form XIII (Rule 75)
 - f) Employment card Form XIV (Rule 76)
 - g) Service Certificate Form XV (Rule 77)
 - h) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - i) Half yearly return to be sent (In duplicate) by the contractor to the licensing Officer. Form – XXIV (Rule 82 (I)) with a copy to HRM department regularly.
 - j) All statutory registers and records shall be preserved in original for a period of ten years and should be made available even after the contract is over for verification.

- a. The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- b. All the Contractors shall submit the half yearly / yearly returns to Dy. Chief Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- c. BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc., the contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- d. Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- e. The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- f. Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- g. The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
 - k) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - l) Annual Return in Form 6A along with Form 3A.
 1. (till this procedure is discontinued by the PF authorities)
 - b. The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
 1. Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 2. Attendance.
 3. Wage Register.
 4. Any other documents / registers as required
 - c. The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948. The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards

payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

- d. In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not bear the increase of wage revisions or DA revisions. Contractor is advised to quote prices keeping this point with due consideration. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.
- e. The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract and to keep all the records in Form C as per the said Act.
- f. The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- g. In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- h. The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- i. The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- j. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Bills / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- k. The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen/staff. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- l. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

- m. NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- n. Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- o. In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- p. GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- q. The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
 - r. (I) Leave Register Form No. 15
 - s. (II) Nomination Form No. 25
- t. The contractor will extend leave with wage to his workers @ of one day for every 20 days' work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- u. Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the T.S Factories Rules 1950.
- v. The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- w. Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- x. All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

- y. Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- z. BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- aa. The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- bb. The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- cc. The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- dd. In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- ee. The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- ff. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may be due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- gg. During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- hh. In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- ii. All the Terms and Conditions as mentioned in Work Order/LOI will also form a part of the Agreement.

- jj. BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- kk. The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- ll. The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- mm. The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- nn. The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- oo. BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- pp. BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

5.1 ARBITRATION & CONCILIATION:

- a) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- c) Subject as aforesaid, the provision of Arbitration and Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Hyderabad (the place from which the contract is issued)
- d) The cost arbitration shall be borne as per the award of the Arbitrator.
- e) Subject to the arbitration in terms of Clause 4.1 c & 4.1 d above, the Civil Courts at Sangareddy (District), Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.1.1. **CONCILIATION:** The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

1.1.2. **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall refer by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

SCHEDULE 'A'

CONTRACT WORK DESCRIPTION: SCOPE OF WORK

- Contract period: Two year from the date Awardal of LOI.
- Place of Work: Customer sites (Other than North Eastern Region)
- Type of Manpower to be deployed: Skilled nature of workmen.
- Shift wise deployment will decide on day-to-day/weekly basis in consultation with the BHEL official if required, Contract Executing Officers (BHEL/OR), if applicable.
- *Contract work description: Detailed scope of work specified in ANNEXURE -II*
- Expected commencing of work: From date of Award of LOI

Sl. No	Activities
1	<p>Nature of the work: "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India."</p> <ul style="list-style-type: none">• To be able to complete the commissioning and repair activities at site (Other than North Eastern Regions) As per spec OE 70009 Rev04.• The Work Centre should be kept clean as per safety norms (HPEP)/ as per the Instructions given by Work Centre In charge/BHEL. The Detailed Scope of Work is mentioned in the ANNEXURE-II.

6.0 TECHNO-COMMERCIAL BID APPLICATION

To,
Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32
Dear Sir,

I / We hereby offer to carry out the work of "Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India." against Tender Notice Ref No: **HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022.**

I /We have carefully perused the following documents connected with the above-mentioned work and agree to abide with the same.

These Documents will be attached along with the tender.

- 1) Notice Inviting Tender (NIT) – Clause 1.0
- 2) Prequalification requirements – Clause 2.0
- 3) Instruction to Tenderer– Clause 3.0
- 4) Taxes & Duties-GST Clauses– Clause 3.1
- 5) Penalty – Clause 3.2
- 6) Reverse Auction – Clause 3.4
- 7) General terms and conditions– Clause 4.0
- 8) Eligibility Criteria– Clause 4.1
- 9) Earnest Money Deposit (EMD) - Clause 4.2
- 10) Security Deposit (SD) - Clause 4.3
- 11) Statutory Requirements– Clause 4.4
- 12) Manpower – Clause 4.5
- 13) Safety– Clause 4.6
- 14) Period of contract– Clause 4.7
- 15) Failure to comply with contract– Clause 4.8
- 16) Payment to Contractor– Clause 4.9
- 17) Penalty Clause – Clause 4.10
- 18) Sub-contract– Clause 4.11
- 19) Laws Governing Contract–Clause 4.12
- 20) Legal Jurisdiction-Clause 4.13
- 21) Duties and Responsibilities of Contractor-Clause 5.0
- 22) Arbitration & Conciliation-Clause no 5.1
- 23) SCHEDULE A: Contract work description: Scope of work
- 24) Techno-Commercial Bid- Clause 6.0
- 25) Special terms & Conditions of contract- Clause no 6.1
- 26) Evaluation of Price Bid- Clause 6.2
- 27) Guidelines & Statutory Payments- Clause 6.4
- 28) Nonpayment/delay/short payment of wages-clause no 6.5
- 29) ANNEXURE-II Scope of work - Detailed Tender Scope/Specification of work
- 30) Guidelines for Reverse Auction
- 31) Declaration by Tenderer- Clause 7.0
- 32) **Price Bid Format** (Annexure I)

(Part – A)

Strike, which is
not applicable

(Part – B)

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.7

I am /we are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Signature of Tenderer

Date:

Signature of the Bidder

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TECHNICAL BID – I

Tender Notice Ref No.: HY/OR/SAS/TN/2022-23/02 Dated 08.11.2022.

Details of the Contractor:

- a) Name and address of the Firm:
- b) Name and address of the proprietor:
- c) Is any contract being operated under the Control of the tenderer in BHEL. Yes / No
(If yes furnish the details) :

	Location/ Address	Value	Date of Completion
1.			
2.			
3.			
4.			

- | | | |
|----|---|----------|
| d) | Is any relative of tenderer
Employed in BHEL | Yes / No |
|----|---|----------|

(If yes furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date :

TECHNICAL BID – II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	GST REGISTRATION NUMBER	
4.1	State in which registered	
4.2	Type of GST Registration : Composite or Regular (Indicate Composite or Regular)	
4.3	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
4.4	Place from where the services are rendered	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: i.e. AY 2019-20, 2020-21, 2021-22	Assessment Years 2022-23 2021-22 2020-21
09	Details of EMD (RTGS/NEFT/DD/Bankers Cheque has to be enclosed along with Technical bid).	Amount : DD No : DD date : Bank : Branch :
10	Particulars of Experience/Credentials Work completion certificates to be enclosed If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: Awardal Copy, Agreement Copy, TDS, Otherwise bid will be liable for rejection.	
11	Labour License(State/Central) Validity up to In case not available, bidder Shall submit the License before commencement of the work.	
12	Reverse Auction acceptance? Yes/No	

Note:

I. Photocopy of the documents mentioned above wherever applicable shall be attached.

Signature of the Tenderer

Date:

(In case the concerned department requires specific information & same may be sought by modifying the above proforma appropriately)

Signature of the Bidder

6.1 SPECIAL TERMS & CONDITIONS OF CONTRACT

- a) Ensure cleanliness of the preparation area/work spot before and after the work on daily basis & segregation as per BHEL HSE standards, else penalty will be imposed that "double the expenses incurred in this regard, shall be recovered from pending bills of the contractor".
- b) The quantity will be counted, measured, weighed, and certified by the authorized persons.
- c) The quantity may slightly vary depending on the requirement, which will be informed in advance by BHEL.
- d) The payment will be as per Purchase Order /quantity prepared, executed and accounted.
- e) In case of delay of payment of wages to the contract labour by the contractor, for more than a week, contract-executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- f) Experience Certificate: On completion of contract, experience certificate will be issued to the contractor as per extant Rules of Company.

6.2 EVALUATION OF PRICE BID:

- a) Evaluation of the offer shall be computed on overall cost to BHEL basis.
- b) BHEL reserves the right to negotiate the prices quoted by the contractor/ bidder in case BHEL feels the quoted price is unreasonable.
- c) Contractor shall take total care to educate himself to know the prevailing wages payable to contract labor in BHEL RC Puram and quote rates taking into account all aspects of contract.

BHARAT HEAVY ELECTRICALS LIMITED**Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad-502 032 (TS)****6.3****PART-B (PRICE BID)****ANNEXURE I**

Sub: Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than Other than North East Region in India.

Ref: Enquiry No. **HY/OR/SAS/TN/2022-23/02** Dated: **08.11.2022**

Last date of submission: **19.11.2022**

Sl. No	Description of Activity	MU	QTY	Rate per MU (in Rs.)	Rate per MU (in Words)
1	Fabrication of Structural Components	KG	29450		
2	Trial Assembly of Mast & Sub Structure	KG	578000		
3	Fabrication of HP Line	No of Joints	32		
4	Installation and commissioning of HP line assly	Set	6		
5	Carrying out DPI	Meter	12		
6	Carrying out MPI	Meter	120		
7	Carrying out X-ray on each joint	No of Joints	36		
8	Assembly and Commissioning of Mud System	KG	361058		
9	Installation and commissioning of Draw works with braking system	Set	1		
10	"Installation and commissioning of Drawworks without braking system	Each	1		
11	IRD Installation & Commissioning without structural modification	Each	1		
12	IRD Installation & Commissioning with structural modification	Each	1		
13	Mud Pump installation and Commissioning	Each	1		
14	Grit Blasting	Sqr. Meter	20		
15	Galvanising	Sqr. Meter	20		
16	Primer Painting	Sqr. Meter	195		
17	Finish Painting	Sqr. Meter	275		
18	Mandays	per day per person	387		

NOTE:

1. The above quoted rate should be excluding of GST (Good Service tax).
2. The quantities mentioned above may vary based on the customer requirement or on receipt of new orders by BHEL.

Dated:

Signature of Vendor with seal

Note:

- a) Vendor is requested to quote (up to 2 decimals) for each & every item in price bid (clause 6.3), otherwise Bid will be rejected.
- b) The Quantities mentioned in the Annexure – I, are only indicative and subject to variation. The actual quantity may increase or decrease depending upon actual requirement at the time of ordering /during the contract period.
Individual POs will be issued for each item with delivery dates mentioned therein
- c) Any increase in rate of DA/ Wages hike, Bonus and any other payments to the workmen shall not be reimbursed to the contractor. The contractor shall anticipate such hike and quote the service charge accordingly.

6.4 GUIDELINES AND STATUTORY PAYMENTS FOR LABOUR ENGAGED.

a) Guidelines for payment of labor by contractor

The daily wages to be paid as per the law of the applicable state/central regulations.

i) Leaves and Holidays

11 days paid holidays / per year
1-day leave for every 20 days

ii) P F and E S I contributions wages

PF @ 13.00 % and ESI @ 3.25 % of basic wages should be contributed by the employer on above daily wages. Member contribution P.F @12% and ESI at 0.75%. Any variations (increase /decrease) in PF and ESI contributions should follow as per Government guidelines issued by HR/IR department. PF & ESI contributions (Employee & Contractor) for Leaves & Holidays should follow as per Government guidelines issued by HR/IR department.

- iii) Contractor shall provide two (2) pairs of uniform along with Stitching charges, helmet, shoes per year, goggles, and gloves, Masks, washing soap, summer cap, dungaree cloth etc., other personal protective Equipment as per requirement wherever applicable to their Labour and/staff before start of the work. No reimbursement will be done against cost incurred on the above items by BHEL.

- iv) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. The contractor shall anticipate such hike and quote in the tenders.

- i) The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL HR/IR regarding payment of Bonus. Bonus amount paid to workmen will not be reimbursed by BHEL.

6.5 NON-PAYMENT / DELAY / SHORT PAYMENT OF WAGES

Obligation of Principal Employer under Payment of Wages Act 1936 / Contract labour (R&A) Act 1971 and Rules made thereof:

1. As a Principal Employer it is our bound duty to ensure that wages are paid to all the contract labour engaged by various contractors in BHEL RC Puram Unit as specified below:
2. As per BHEL guidelines all the contractors are required to pay wages to all their contract labour on or before 7th of every month in case of monthly wage period and every Saturday in case of weekly payments.
3. Any delay in this regards attracts penalty under Payment of Wages Act 1936 as well as under the provisions of Contract Labour (R&A) Act 1970. In such cases it is the responsibility of the Principal Employer to pay the wages to the contract labour and recover the same from the dues payable by BHEL to the contractors. In case of such violation of above provisions i.e., delay in payment by the contractor the Contract Executing Officer shall take following action immediately:
 - a. In case of delay or non-payment of wages by the contractor by designated date/day, the contract executing officer shall issue a letter seeking explanation for non-payment of wages and instruct the contractor to arrange payment immediately not later than a week.
 - b. In case the contractor not acted on the said letter, the contract executing officer shall take immediate action to initiate a note for drawing advance to the extent of the dues payable to the contract labour by the contractor with the concurrence of Finance department and approval of General Manager/HOD, pay the wages directly to the affected labour through their respective Bank Account. The PF/ESI contribution into the respective authorities under the same contractor PF/ESI code. The amount so drawn shall be adjusted against the outstanding bills/payment/SD/EMD or any other payment due to the contractor by BHEL RC Puram Unit.
 - c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and black list the contractor in line with the procedure laid down by BHEL.

SCOPE OF WORK - DETAILED TENDER SCOPE/SPECIFICATION OF WORK

This specification is for the work of “: Establishment of 2 years Rate Contract for outsourcing the site activities of Oil Rigs at various customer sites located in Other than North East Region in India.” in Oil Rigs Division, BHEL, RAMACHANDRAPURAM, HYDERABAD.

BRIEF SCOPE OF CONTRACT:

- 1) To be able to complete the commissioning and repair activities at site **as per spec OE 70009 Rev04.**
- 2) Quantities indicated in ANNEXURE – I, are estimated for Rigs requirement for next 2 years. Actual quantities project wise will be known only after we receive firm order from our customers.
- 3) **PAINTING & GALVANIZING:**
 - The Bidder shall consider total three (3) coats (including the primer) of double coat painting for the items to be erected i.e. fabricated structures, equipment, piping and auxiliaries, etc. for the purpose of quotation and the work is subject to inspection / approval by BHEL's client. Pipes & Structural items are to be grit blasted before painting.
 - Depending on project scope some items may have to be GALVANIZED. In such case after galvanizing, one coat of primer & two coats of finish paint shall be applied.
 - Supply and Application of Grit, Zinc materials etc., along with required equipment, grit blasting & painting enclosure, are included in contractor scope. Expenditure towards this job shall be included in the unit rates quoted and no separate payments are envisaged.
- 4) All materials, articles, equipment and workmanship shall be best of class, during contract execution. In case any of these are not to the satisfaction of BHEL or the customer, the same shall be rectified or replaced.
- 5) **TRANSPORT:** Vendor should provide an exclusive vehicle for daily transporting the R&U team from their accommodation to rig site, transporting relevant materials/items for repair works, procuring & transporting materials required for site works etc. This shall be taken into consideration while quoting and no extra payment will be entertained on this account.
- 6) **POWER & WATER:**

Bidder to kindly note that the construction power and water will be provided at single point at site within reasonable distance for the job. The successful bidder shall have to, at his own cost, provide necessary distribution cabling, piping etc. by him. The Bidder has to ensure that the statutory regulations are met with while executing the work.
- 7) **SAFETY REGULATIONS**

Bidder shall ensure trained men attend work in safe apparel and are provided with requisite safety appliances, safe tools/tackles etc. thereby ensuring safe working conditions. The work shall be carried out under bidder's competent supervision only and duly tested tools/tackles/appliances as per statutes in force shall be used and a copy of their test certificates shall be furnished to us on demand by our engineers. Bidder shall be solely responsible and ensure that all safety requirements under relevant statutes in force are complied with. In case of failure to observe the above regulations while undertaking the job safety officer/ engineer in charge can order for stopping of work. This shall be taken into consideration while quoting and no extra payment will be entertained on this account. All employees of the contractor shall be insured for any risk of accidents or health problems. Copy of insurance documents is to be submitted to BHEL.

8) TECHNICAL CLARIFICATIONS

The vendors are requested to fully understand the nature and scope of works to be taken up under this contract at various rig sites. They may contact Dy. Manager/Oil Rigs-SAS for any clarifications in this regard, before submitting the price bid.

BHEL SCOPE

BHEL shall provide following free of cost:

- Welding Generators with power at site.
- Gas cutters along with accessories, DA and oxygen cylinders
- Consumable Gases
- Welding Electrodes
- Crane facility at site
- All raw materials, Thinner, Primer and Paints.

All other works are in Vendor scope except for the above-mentioned BHEL scope

VENDOR SCOPE

1. As per the Site requirements, Vendor may have to operate in 2 Shifts and additional Shift if required.
2. As per the site and customer requirement the vendor has to arrange the following facilities/machines/Operations/Manpower/Materials etc.
 - Calibrated Portable Ovens
 - Grinding Machines
 - Grit Blast Enclosure, Blast cleaning equipment & consumables like Grit, Connecting Hoses etc.,
 - Air less Spray guns & accessories for painting
 - Compressors
 - Grinding consumables
 - NDT equipment.
3. The above machinery to be arranged by the vendor at customer sites. The vendor shall maintain calibration records and any other records as applicable for the above equipment, as per BHEL Quality Management System requirements. Operation, Maintenance & Service of Vendor equipment/ machinery is in the scope of vendor.
4. The facilities to be arranged by the vendor may have to be augmented/new facilities may have to be added based on any new requirements that may crop up from time to time. The vendor should also provide hand grinding machines to facilitate grinding/ mechanical cleaning of items / welds at corner and radii, etc. The vendor should also arrange facility to weld circumferential and longitudinal seams to ensure good quality of welding.
5. The vendor should mobilize the requisite skilled work force as per the Target Output requirement of BHEL to meet Customer requirements. The Vendor should increase the manpower as per BHEL target for execution of the jobs. The Vendor shall operate in Shifts. The vendor shall employ well-trained fitters, cutters, grinders, Electricians, Grit Blasters, Painters and qualified welders (Welder Qualification by BHEL Welding Engineering Department) as per ASME standards and AWS D1.1 requirement & other requirement as per BHEL specification to weld carbon steels/high alloy steels/stainless steel, as applicable. The Painters will be qualified by BHEL.
6. The supervisors/Engineers will have to coordinate with BHEL SAS department Engineers/supervisors in order to help speedy execution of work. The vendor has to arrange accommodation for their personnel and workforce.
7. Organization Chart, roles, responsibilities, accountability and authorities of personnel employed by vendor shall be communicated to BHEL from time to time.

8. Any minor miscellaneous activities associated with fabrication are to be undertaken by vendor.

WORK LOAD/QUANTITY OF WORK

The workload may increase or decrease as per our site requirement. The vendor has to follow all applicable statutory requirements and BHEL norms, revised from time to time, for labour rules. Details are indicated in "OBLIGATIONS OF THE CONTRACTOR".

COMPLIANCE REQUIREMENTS

All statutory and legal requirements with respect to labour, safety and environment have to be followed. All BHEL guidelines, revised from time to time, have to be strictly followed. All safety equipment, as per statutory requirements, has to be in place for all operations. BHEL Standards are to be followed in all cases.

All the above jobs to be fabricated, assembled, tested, blasted & painted as per the Document given by BHEL against each Job such as Quality Plan, Engineering Drawing, and Part list (WBOM), Technological Process Sheet, WPS, Welding, Welding Repair Instructions, Work Instructions, **Check Lists**, and Standards as applicable.

Qualification records are to be maintained for Welders, Blasters, and Painters. **Welders Log Book & Painters Log Book to be maintained for each job. Documentation for the job carried out by vendor is in his scope and to be produced to BHEL.** All equipment has to be calibrated from time to time by the vendor with the BHEL approved vendors.

WORK PLACE AND WORK ENVIRONMENT:

Removal of scrap generated by vendor shall be cleaned on regular basis. Work place and work environment should be kept clean. Vendor/ Contractor shall comply with ISO 9001, HSE requirements & should be prepared to face the audit by BHEL or external auditors whenever required.

7.0 DECLARATION BY TENDERER


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


Hereby declare as follows:


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


[Signature with Name & seal of the Tenderer]


Date :
Place :


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<p align="center"><u>Specification For Carrying Out The Site Works At Various Oil Rig Sites in India</u></p> <p><u>INTRODUCTION</u></p> <p>BHEL has taken up Installation & Commissioning and Refurbishment & Upgradation of oilrigs at different customer sites across India. This specification is applicable for both North East and Other than North East regions)</p> <p>This refurbishment includes:</p> <ol style="list-style-type: none"> Fabrication/repairs/replacement of structural components of mast and sub structure. Trial assembly of mast and sub structure. Fabrication & assembly of High Pressure Mud Line Installation and commissioning of mud system. Installation & commissioning of Draw Works, ECB & Disc Brake Installation & commissioning of IRD (Independent Rotary Drive) system Installation & commissioning of Mud Pump Grit blasting, galvanizing (as per order), primer painting and finish painting of mast and substructure, mud system (only finish painting) and other members identified by BHEL. NDT <p>Mast and sub structure is a critically stressed load bearing equipment manufactured out of wide flange beams and angles of low alloy steel. The representative drawing is enclosed.</p> <p>The fabrication/repairs/replacement are to be carried out with due care with qualified personal like welders and experienced fitters.</p> <p>Mud system is a cluster of tanks, assembled together and connected with 10", 12" inter connecting pipes with pipe couplings. The alignment of the tanks, alignment of motors and pumps is to be done at site as per layout. The mud-processing equipment shall be installed on to the tanks and the Mud system shall have to be commissioned to the satisfaction of BHEL/CUSTOMER.</p> <p>1.0 SCOPE OF WORK</p> <p>1.1. <u>FABRICATION AND REPAIRS OF STRUCTURAL COMPONENTS:</u></p> <ul style="list-style-type: none"> Remove the damaged lugs and braces of the mast sections. Remove the portal frames on the mast sections. Grind the joints, where lugs and braces are removed. Fabricate new portals and braces, wherever damaged items are removed. 							
Ref. Doc.	Revisions : Refer to record of revisions :	Prepared : JENTU GOGOI	Approved : RAJEEV KUMAR	Date : 07.02.2020			


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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		<ul style="list-style-type: none"> ▪ Fit up the new lugs, portals and braces to the mast sections and keep them in tack weld condition. ▪ Remove damaged braces in sub structure and fit up new braces. ▪ Stiffening the sub structure beam with 8/10 thick plates. <p>1.2. <u>REPLACEMENT OF COMPONENTS & TRIAL ASSEMBLY OF SUBSTRUCTURE:</u></p> <p>Components of the substructure to be replaced at sites will be fabricated by BHEL at Hyderabad and sent to the site with all pin connecting lugs in tack weld condition. All the components which are to be replaced shall be trial assembled horizontally and lifted to the floor level (25'/30') for matching of all the assemblies. This is a trial and error procedure and the sub structure may have to be trial assembled number of times till the matching of all the assemblies is complete. Then lower the sub structure and complete the welding of all tack-welded lugs. When one or few sub-assemblies of sub-structure needs to be replaced with new sub-assemblies (pre-fabricated at BHEL), 100% weight of new sub-assemblies and 40% of mating assemblies required for trial assembly before final welding shall be considered as actual weight for final assembly.</p> <p>1.3. <u>TRIAL/CONTROL ASSEMBLY OF MAST:</u></p> <p>After fabrication/repairs/replacement of mast sections (bottom section, lower section, upper section, top section and crown block), all these sections shall be control assembled horizontally. All the section faces shall butt to 80% contact. This control assembly is also a trial and error procedure till all the dimensions are achieved.</p> <p>Dismantle all the sections of the mast, complete the welding of all lugs of the mast section.</p> <p>In case of replacing only some sections/components, if trial assembly is required, then the total trial assembly weight will be calculated considering 100% wt of new components/sections + 40% weight of all connecting sections required for trial assembly. eg: if top section (DS) to be replaced, then 100% weights of top section(ds) + 40% of total weight of connecting components like crown block, top section (ODS), upper sections (DS & ODS) & cross portals & girts.</p>		
		Ref Doc		


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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>1.4. HP MUDLINE ASSEMBLY:</p> <ul style="list-style-type: none"> All HP line pipes shall be sent to customer sites after fabrication at BHEL. Removal of old clamping brackets and welded new clamping brackets on mast sections Removal of old Tees and clamping brackets on bottom box and welded new ones. Assemble hammer union with hoses and hose hobbles. Assemble new HP lines with mast sections and bottom box up to MUD pumps (ODS) 4 joints near H-manifold to be welded at site. Based on customer requirements or the position of Mud pumps, modification of HP lines may need to be carried out at site. In that case, BHEL will pay for extra HP line joints to be welded as per rate/joint. Support brackets of H-manifold & vertical HP lines to be welded after mast raising. NDT of weld joints (MPI & X-RAY), Primer painting & finish painting. All assemblies to be carried out as per drawing enclosed. <p>1.5. PREPARATION OF WELD JOINTS FOR NDT AND CARRYING OUT NDT:</p> <ul style="list-style-type: none"> Vendor to prepare, grind all the above weld joints for the MPI/DPT and carry out MPI/DPT X-ray to be carried out on HP mudline Butt Joints (Ref. Clause 1.4). Vendor to follow all standard practice of NDT Vendor to submit NDT reports to BHEL. <p>Vendor to quote on per meter basis for carrying out NDT (MPI and DPT) and on per joint basis for carrying out X-ray.</p> <p>1.6. ASSEMBLY OF MUD SYSTEM:</p> <ul style="list-style-type: none"> All the mud tanks will be fabricated and system will be assembled at BHEL. These tanks will be dismantled and sent to site. All the tanks shall have to be assembled again at site and complete the inter-connecting piping work. Modifications may be required to be carried out at site to suit to the rig conditions. Assembly Drawing is attached. Chemist cabin to be installed on to the cabin stand. Auxiliary skids (Super charger skid, Desander-Desilter skid and Mud mix skid) to be integrated with the Mud Tank System. Jet shearing device system to be installed on the hopper skid if supplied by customer. Strainers to be installed if supplied in loose condition. All the mud handling equipment shall have to be installed and commissioned on the tanks supplied. 		
	Ref. Doc		

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<ul style="list-style-type: none"> The total weight of Assembly & commissioning of mud systems depends on the type of /number of mud tanks. Category wise weights are mentioned below: <table border="1"> <thead> <tr> <th>Type of Mud system</th> <th>Total weight (KG)</th> </tr> </thead> <tbody> <tr> <td>7 tanks system</td> <td>77250</td> </tr> <tr> <td>6 tanks system</td> <td>69500</td> </tr> <tr> <td>Mud tank system for CW & Workover rigs</td> <td>61520</td> </tr> </tbody> </table>			Type of Mud system	Total weight (KG)	7 tanks system	77250	6 tanks system	69500	Mud tank system for CW & Workover rigs	61520
	Type of Mud system	Total weight (KG)									
7 tanks system	77250										
6 tanks system	69500										
Mud tank system for CW & Workover rigs	61520										
<p>1.7. <u>Installation & Commissioning of Draw Works along with Drive motors (2 Nos) and Elmagco/Disc brake:</u></p> <ul style="list-style-type: none"> Placement of draw works on structure. Alignment of drum centerline with Respect to mounting arrangement drawing of draw works. Placement of V block at suitable location as per mounting arrangement drawing. Clamping the draw works skid to draw works support structure. (In E1400/E760/E2000/E3000). Motor to input shaft alignment. (In E1400 and E760) Placement of chains set. Input chain guard matching and fixing. Placement of chain between R.C. shaft sprocket and drum shaft sprocket. Bolt the R.C. shaft skid to main draw works skid. Bolt motor skid to main draw work skid. Airline connection to draw works main airline. Cooling water line (inlet and outlet of main brake flange) to brake water cooling system. ECB/ Disc brake alignment with drum shaft if applicable. Mounting of ECB/Disk Brake on Draw works skid. Mounting of ECB brake shifter on draw works skid if applicable. Oil flow line checking. Placement of twin stop system on draw work skid if applicable. Mounting of control panel assembly and air connection with junction plate. <p>1.8. <u>Installation of Independent Rotary Drive (IRD) without structural modification:</u></p> <ul style="list-style-type: none"> Install the rotary table on the IRD skid. Check for alignment of motor, gearbox and rotary table. Complete the shrink fit of couplings between motor & gear box and gear box and rotary table. Install the Lubrication system as per the drawing. Fix the water line and airline. Test run the IRD with lube oil system. Install the IRD skid after welding the lugs to IRD skid. Fitting of Duct between DC motor and blower moto rafter repositioning of blower motor 											
Ref. Doc											

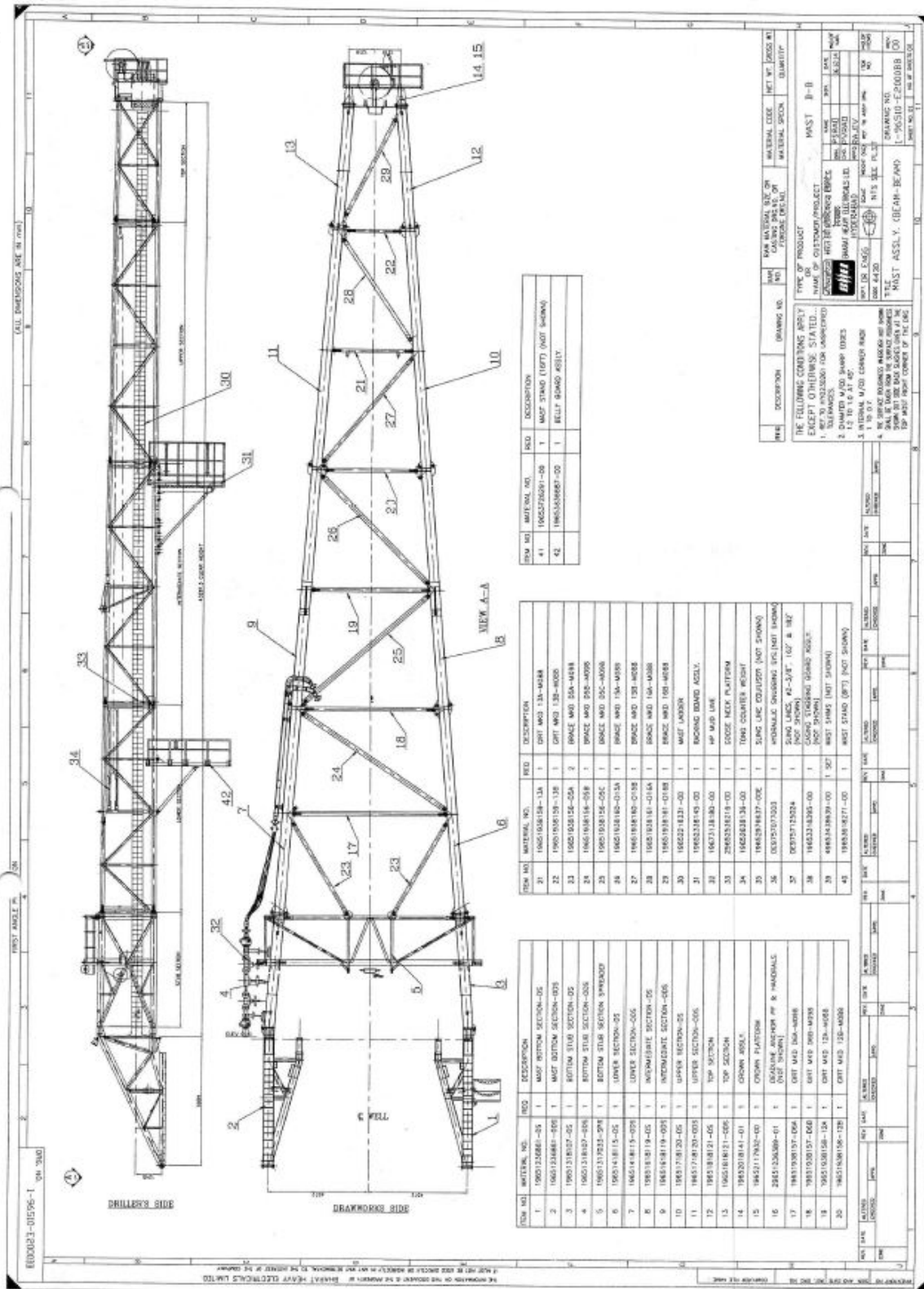
TD-106-2 Rev No. 5	Form No.		PRODUCT STANDARD OIL FIELD EQUIPMENT HYDERABAD	OE 70009 Rev No. 04 PAGE 5 of 8
<p style="text-align: center;">COPYRIGHT AND CONFIDENTIAL</p> <p style="text-align: center;">The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.</p>		<p>1.9. <u>Installation of Independent Rotary Drive (IRD) with structural modification:</u></p> <ul style="list-style-type: none"> ▪ Replacement of Rotary Beam pinning lugs on Setback Spreader and Draw works support ▪ Replacement of Rotary Floor spreader (ODS) pinning lugs on Setback Spreader and Draw works support ▪ Trial assembly of Setback spreader, Draw Works Support, Rotary beam, Rotary Floor spreader (ODS) and completion of welding of pinning lugs ▪ All points covered in Cl.-1.8 ▪ Installation of IRD Covers. <p>1.10. <u>Installation and Commissioning of Mud Pump:</u></p> <ul style="list-style-type: none"> ▪ Placement of Mud Pump with respect to well center as per Rig-layout drawing. ▪ Install pulsation dampener (if received in loose condition) onto mud pump. ▪ Establish suction connection using mud suction hose b/w super charging skid and mud pump suction. ▪ Establish discharge connection using 45 deg – Elbow connection b/w discharge manifold and vibration by hose. ▪ Make Heat Exchange cooling water line connection. ▪ Fit-up reset relief valve to pump discharge manifold. ▪ Fit-up mud pressure gauge to pump discharge manifold. ▪ Lay down relief valve drain line piping if covered in scope of supply. ▪ Main Motors (2 Nos.) issued by customer, to be placed onto skid and aligned with pinion sprocket and fix chains between pump and motor. ▪ After making electrical connection (main motors and auxiliary motors etc.) by customer, ensure lube oil pump run for 10 min before start-up of pump. ▪ Switch on all auxiliary motors and power-up main motors, run the pump under no load condition to check for any abnormalities such that corrective action can be performed. <p>1.11. <u>GRIT BLAST CLEANING, PRIMER AND FINISH PAINTING:</u></p> <ul style="list-style-type: none"> ▪ All the jobs of mast and substructure are to be grit blasted to SA 2-1/2 Gr. using Aluminum Oxide grit. After grit blasting all the sections have to be spray galvanized to 80-100 microns thick (if specified in order), then apply one coat of epoxy primer to 15-20 microns thick and finished with two coats of polyurethane paint to 30-40 microns thick (colour will be specified along with the order). Total blast cleaning/galvanizing/painting area is 3500 Sq.M. approx. Final area will be certified by BHEL based on actuals after completion of the job. 		
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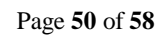
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		<div data-bbox="451 401 1357 699"> <ul style="list-style-type: none"> ▪ All equipment required for grit blasting, spray galvanizing, and painting which includes zinc wire, aluminum oxide grit and other necessary consumables are to be arranged by the vendor. The vendor shall also arrange for facility to provide compressed air for grit blasting, and Painting. Vendor shall arrange only diesel engine driven compressor for compressed air. Diesel will be provided by BHEL/CUSTOMER. The facility available at site will be intimated 15 –20 days ahead to the vendor. Vendor shall ensure uninterrupted completion of grit blasting, galvanizing and painting and plan for atleast 200 Sq.M. of grit blasting, galvanising and painting per day. </div> <div data-bbox="412 716 677 743"> 1.12. FACILITIES: </div> <div data-bbox="483 768 1260 798"> The following facilities will be provided at site by BHEL/CUSTOMER: </div> <div data-bbox="451 798 1076 993"> <ul style="list-style-type: none"> ▪ cranes for handling materials ▪ Welding machines ▪ Welding electrodes. ▪ Power. ▪ Gas. ▪ Diesel (for compressor). ▪ Compressed Air (not for grit blasting and painting). </div> <div data-bbox="483 1018 1097 1047"> Following facility to be arranged by the vendor: </div> <div data-bbox="451 1047 1343 1155"> <ul style="list-style-type: none"> ▪ Grinding Machine and Grinding wheels (consumables). ▪ Gas Cutter (Gas by BHEL/CUSTOMER), welding shield & hand gloves. ▪ Tools like spanners, measuring tape, tri-square, chisel, small hammers etc. </div> <div data-bbox="412 1184 1034 1213"> 1.13. BOARDING, LODGING AND TRANSPORT: </div> <div data-bbox="451 1239 1346 1600"> <ul style="list-style-type: none"> ▪ The location of the site will be 10 to 100 Km away from the nearest town and may not be connected by bus/train route. The vendor has to make his own arrangements for lodging, boarding and transportation from place of stay to the site and back. ▪ The vendor crew has to start the job at 7 AM and shall continue up to 7 PM everyday. ▪ In case BHEL asks vendor to depute their manpower on daily basis (specially for miscellaneous work or if customer places order on Man days basis), To & Fro travelling charges from place of origin to place of site, covering shortest distance by rail limited to II AC tier fare or Air fare (economy class) at actual only on production of Original tickets. However, prior to booking of flight ticket, vendor has to take approval of BHEL. </div> <div data-bbox="443 1625 1325 1684"> The rig sites other than North-East are in Ankakeswar, Mehsana, Ahmedabad, Rajahmundry, Karaikal, Jodhpur, kolkata etc. </div> <div data-bbox="443 1682 1266 1738"> The rig sites for North-East are in Sivasagar, Silchar, Jorhat, Agartala, Duliajan etc. </div>		
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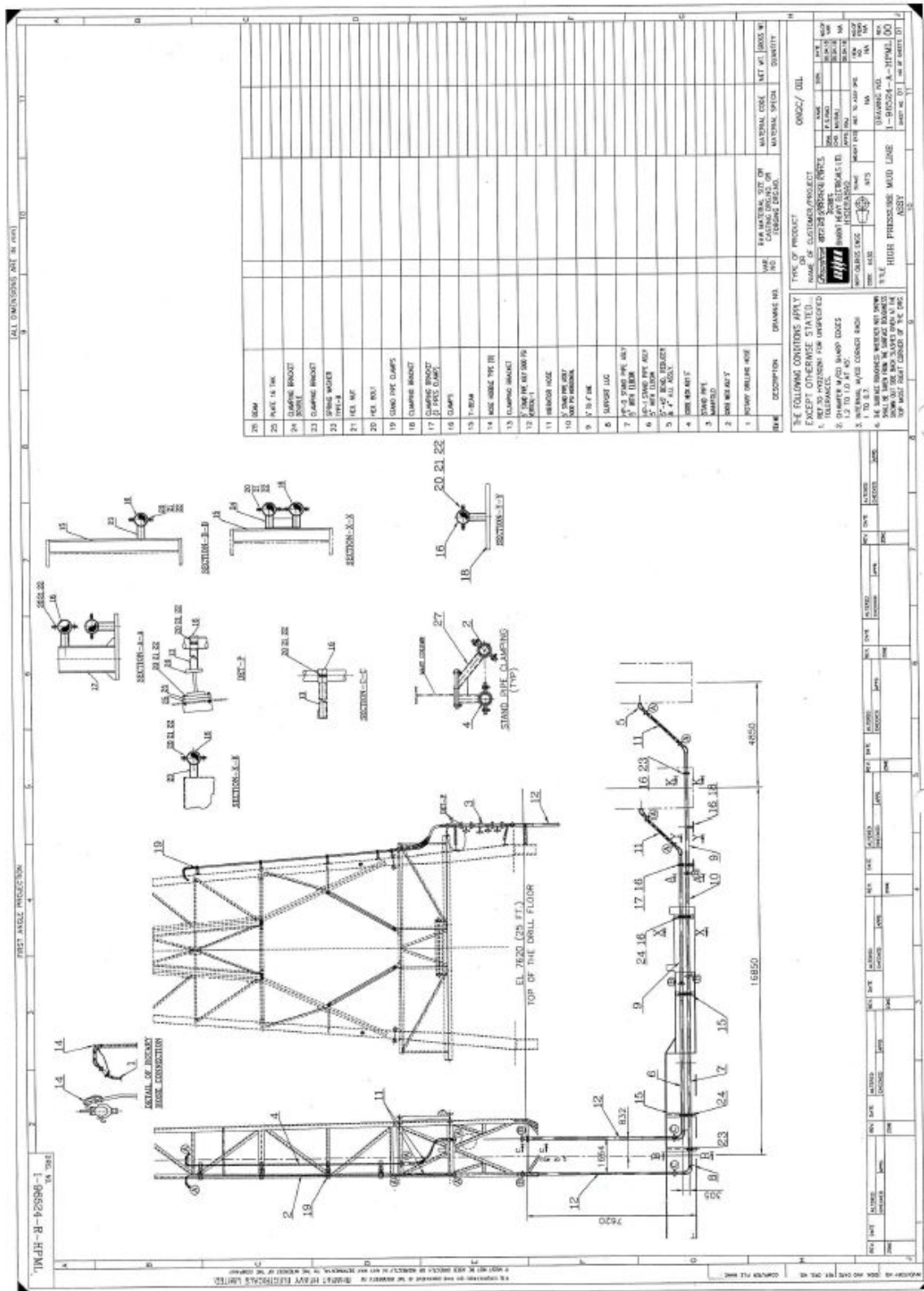
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>1.14. MAN POWER:</p> <p>The vendor has to deploy sufficient manpower (as per job requirement) like qualified welders, experienced fitters, helpers, work force for grit blasting, work force for painting & supervisors at site to carry out the job in time.</p> <p>All the welders deployed for carrying the job shall be qualified welders to AWS D1.1/ASME Sec. 9. The welder qualification records shall be produced before taking up the job.</p> <p>1.15. DELIVERY:</p> <ul style="list-style-type: none"> ▪ The responsibility of the vendor ends only after successful completion of all the assigned jobs. ▪ The specified scope of work shall be completed in maximum 90 days from the start of deployment of people at site. <p>1.16. DOCUMENTS TO BE SUBMITTED FOR SITE WORK:</p> <ul style="list-style-type: none"> ▪ Welder's qualification certificate for welders deputed at site. ▪ Copy of NDT reports ▪ Copy of dimensional reports, if any. <p>1.17 GENERAL INFORMATION:</p> <ul style="list-style-type: none"> ▪ Vendor to quote per unit basis for all the elements listed in Sl.No. 1 to 18 in the price bid of the tender. ▪ It is the responsibility of the vendor to complete the work as per actual requirements. ▪ Payment shall be based on actual quantities after completion of the job and duly certified by BHEL - Engineering/Services/Commercial Departments. ▪ Detailed scope of work shall be provided along with the order. ▪ All the sites may not have all the elements listed in sl no 1 to 18 of Price bid. ▪ The quantities mentioned in the Price Bid may vary based on customer orders to BHEL. 		
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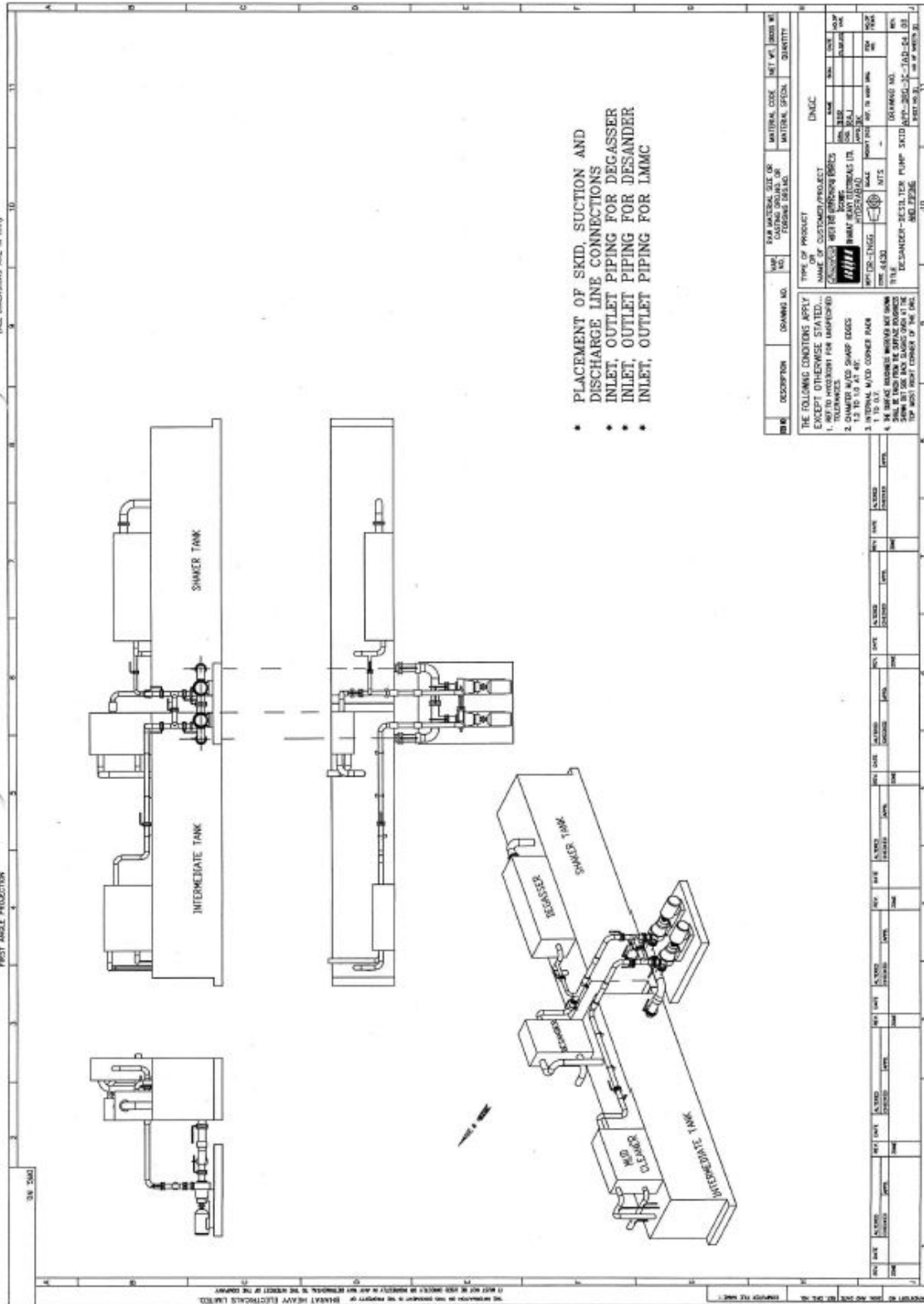
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<u>RECORD OF REVISIONS</u>					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	SL NO	DATE	REVISION DETAILS	REVISED BY	APPROVED BY
	01	28.04.2015	CLAUSE 1.13 & 1.14 REVIEWED	RAJEEV KUMAR	JAGANNATH S
	02	12.05.2017	NEW CLAUSES INTRODUCED. SPECIFICATION REVIEWED IN LINE WITH NEW REQUIREMENT	RAJEEV KUMAR	JAGANNATH S
	03	11.12.2017	CL. 1.19 REVISED. BID FOR SPECIFIC AREA CLAUSE IS REMOVED.	RAJEEV KUMAR	JAGANNATH S
	04	07.02.2020	CL1.2,1.3,1.4,1.6,1.11,1.13 REVISED	JINTU GOGOI	RAJEEV KUMAR
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Signature of the Bidder

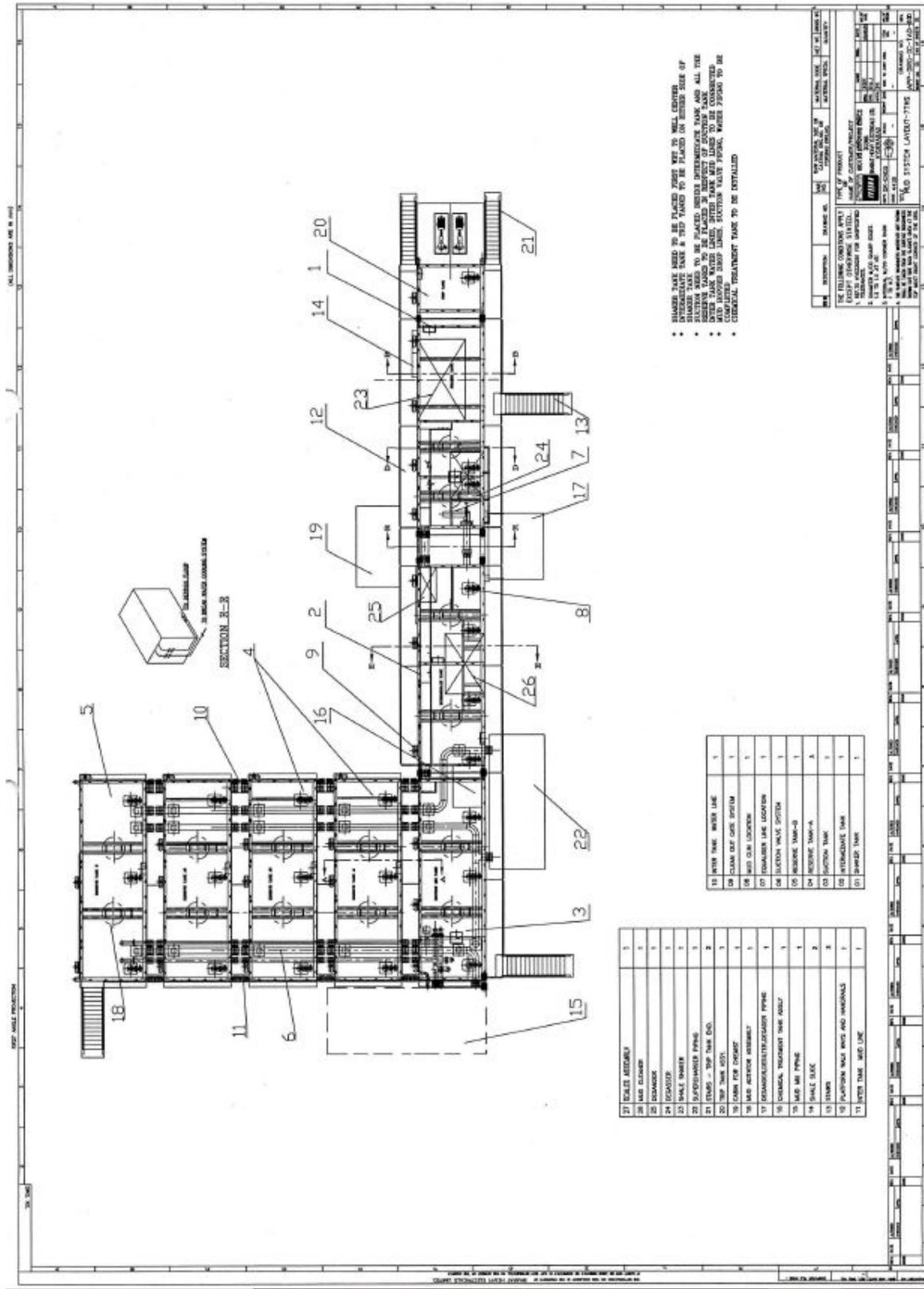


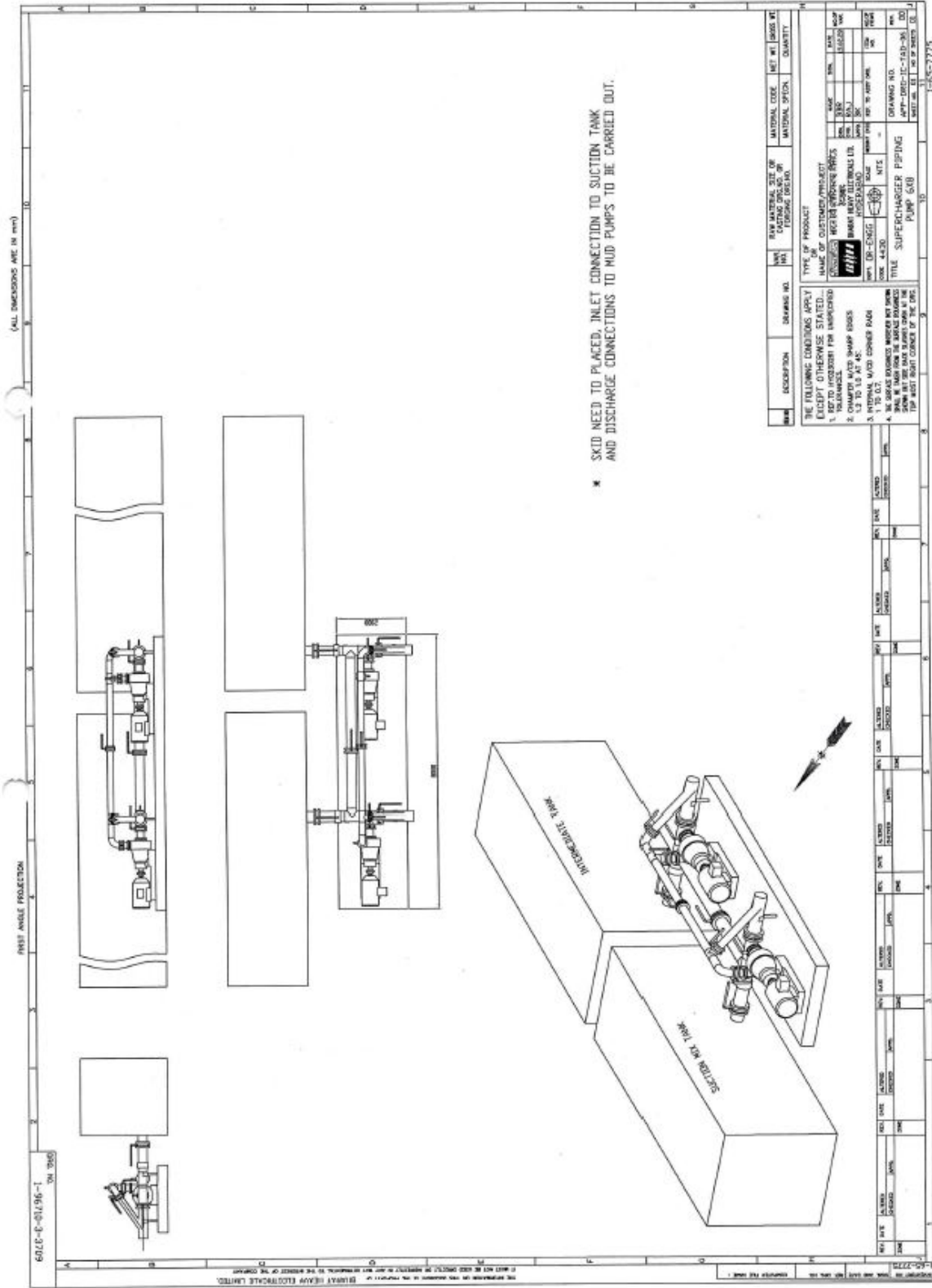






- PLACEMENT OF SKID, SUCTION AND DISCHARGE LINE CONNECTIONS
- INLET, OUTLET PIPING FOR DEGASSER
- INLET, OUTLET PIPING FOR DESANDER
- INLET, OUTLET PIPING FOR LMMC





(ALL DIMENSIONS ARE IN FEET)

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